

Kolter Homes - Broker Registration - Terms and Conditions

1. **Term.** This registration of your client ("Prospect") is valid for ninety (90) days from the Initial Visit (as defined herein) (the "Registration Period"). You (referred to herein as "Cooperating Broker") may extend the Registration Period by an additional ninety (90) days by sending an e-mail to an authorized representative of the community you are pre-registering for (referred to herein the "Community") that requests to extend the Registration Period prior the expiration of the initial 90-day period. If Prospect purchases a home within the Community after the expiration of the Registration Period, Cooperating Broker will be ineligible to receive a commission for the sale.
2. **Registration of Prospect.** To be eligible to receive a commission for the sale of a home by Seller to Prospect, Cooperating Broker must: (i) physically accompany Prospect to the sales office for the Community ("Sales Office") during the Prospect's first visit to the Sales Office ("Initial Visit") and register Prospect by submitting a completed version of this Form during the Initial Visit; or (ii) pre-register Prospect online via the Realtor Portal on www.KolterHomes.com. Registration by phone, e-mail, text, or fax will not be accepted unless authorized by Seller in writing. Cooperating Broker will not be eligible to receive a commission if Prospect registered themselves at the Sales Office or was registered by a different broker before being registered by Cooperating Broker.
3. **Broker Agreement.** To be eligible to receive a commission in connection with the sale of a home by Seller to Prospect, in addition to completing this Form, Cooperating Broker must also enter into a separate written Broker Agreement with Seller; in the event of a conflict between this Form and such a Broker Agreement with Seller, the Broker Agreement shall control.
4. **Other Communities.** This registration of Prospect shall only apply to the sale of a home within the Community. If Prospect purchases a home in another community, Cooperating Broker will not be eligible to receive a commission unless Cooperating Broker satisfies the registration requirements described herein for the particular community in which the Prospect purchases a home.
5. **Cooperating Broker's Status; Compliance with Laws, Rules, and Regulations.** Cooperating Broker represents and warrants to Seller that Cooperating Broker is a duly licensed real estate broker or sales licensee in the state in which the Property is located. If Cooperating Broker's license is suspended or revoked between the Initial Visit and the sale of a home in the Community to Prospect, Cooperating Broker will be ineligible to receive a commission for the sale of such home. Cooperating Broker shall comply with all applicable laws, rules, and regulations, including complying with rules and regulations of the National Association of Realtors (NAR) and Multiple Listing Service (MLS).
6. **Indemnification.** Cooperating Broker agrees to indemnify, defend, and hold Seller, its affiliates, parent companies, subsidiaries, each of their successors and assigns, and each of their respective officers, employees, agents, and representatives harmless from and against any and all claims, demands or suits concerning real estate brokerage commissions, sales commissions, finders fees or any other manner of commission or compensation due or claimed to be due to any person or party, claiming by, through or under Cooperating Broker. This indemnity shall survive the expiration of this registration, the closing of any sale, and any termination or earlier expiration of any purchase and sale agreement entered into with Prospect.
7. **Authority of Cooperating Broker.** Any individual executing this Form on behalf of a party that is a business entity affirms that he or she is duly authorized to execute this Form on behalf of the party for which he or she signs. The execution of this Form by a sales associate or broker associate shall be deemed to bind both themselves and their employing broker, and their employing broker shall be bound by the terms hereof upon full execution of this Form.
8. **Employing Broker.** If the individual executing this Form is a sales associate or broker associate under the employ of a broker at the time of the Initial Visit ("Employing Broker"), and they end their employment with (or are no longer affiliated with) the Employing Broker prior to the closing of Prospect's purchase of a home, any commission owed in connection with this Form shall be paid to Employing Broker and the person executing this Form agrees that they shall have no rights to any such commission.
9. **Governing Law; Jurisdiction; Jury Trial Waiver.** This Form shall be enforced, governed, and interpreted by the laws of the state in which the Community is located, without regard to that state's conflict of laws principles. Any controversy or claim arising out of or relating to this Form shall be settled in a court of competent jurisdiction in the in the County in which the Community is located. If litigation arises from this Form, Cooperating Broker waives any right to a trial by jury in such litigation.
10. **Attorney's Fees.** If litigation arises from this Form, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs associated with such matter (including at any appellate and dispute resolution matters).
11. **Severability.** If any provision of this Form is deemed by an appropriate court of law as being unenforceable, such provision shall be deemed to be stricken from this Form, and all other provisions of this Form shall remain in full force and effect.