

BROKER-TO-BUILDER REFERRAL AGREEMENT

NOTE: This form is not a substitute for a written agency agreement where brokerage services other than or in addition to the referral of a prospect to a builder will be performed for the prospect or the builder

REFERRING FIRM INFORMATION:

Firm Name: _____ License# _____
Agent Name: _____ License# _____
Firm Address: _____
Phone: _____ Fax: _____ Email: _____

BUILDER INFORMATION:

Builder Company Name: _____ General Contractor's License# _____
Individual Representative's Name: _____
Builder Address: _____
Phone: _____ Fax: _____ Email: _____

PROSPECT INFORMATION:

Name: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

Prospect has purchased or is considering the purchase of a parcel of real property and intends to have a dwelling constructed thereon ("Dwelling"). Prospect and Builder may enter into an agreement pursuant to which Builder will construct the Dwelling ("Construction Contract"). In addition, if Builder owns the property on which the Dwelling will be constructed, Prospect and Builder should enter into an agreement for the sale of property.

Firm has referred Prospect to Builder for construction of the Dwelling and, if applicable, purchase of property from Builder. Builder desires to enter into an agreement with Real Estate Firm to compensate Firm for referring Prospect to Builder if Prospect engages Builder to construct a Dwelling and, if applicable, purchases property from Builder.

FIRM COMPENSATION:

COMPENSATION BASED ON COST OF IMPROVEMENTS (*applicable if Prospect has purchased or will purchase property from a third party rather than Builder*)

In consideration of the referral of Prospect, Builder agrees to pay Firm as indicated below ("Fee"):

_____ % of the total cost of the Dwelling as set forth in the Construction Contract.
 Other: _____

The Fee will be deemed earned only if and when a Construction Contract is signed by Builder and Prospect. The fee will be due and payable in full as follows:

Within _____ calendar days following Builder's receipt of final payment from Prospect and the issuance of a certificate of occupancy for the Dwelling.
 Other: _____

Builder initials _____ Individual agent initials _____



COMPENSATION BASED ON COST OF REAL PROPERTY AND IMPROVEMENTS (*applicable if Prospect may purchase real property from Builder*)

Property Address: _____ (“Property”)

In consideration of the referral of Prospect, Builder agrees to pay Firm as indicated below (“Fee”):

_____ % of the total cost of the Property and Dwelling as set forth in the Construction Contract and/or sales contract for the Property, as applicable.

Other: _____

The Fee will be deemed earned only if and when a Construction Contract and/or sales contract for the Property is/are signed by Builder and Prospect, as applicable. The fee will be due and payable in full as follows:

Within _____ calendar days following the last to occur of the following three events: (1) Builder's receipt of final payment from Prospect, (2) the issuance of a certificate of occupancy for the Dwelling, and (3) closing on the Property.

Other: _____

FIRM REPRESENTS THAT IT HAS AN ACTIVE REAL ESTATE LICENSE AS OF THE DATE OF THIS AGREEMENT.

Referring Firm Name _____

Builder _____

By: _____
Authorized Representative

By: _____
Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Prospect acknowledges that Prospect has been made aware of the terms of this Referral Agreement prior to entering into any Construction Contract and/or sales contract for the Property, as applicable.

Prospect: _____
Print Name Signature Date

Prospect: _____
Print Name Signature Date