

# AGENT / BUYER REGISTRATION FORM

REGISTRATION DATE: \_\_\_\_\_

VAN METRE COMMUNITY: \_\_\_\_\_

BUYER'S NAME: \_\_\_\_\_

BUYER'S ADDRESS: \_\_\_\_\_

BUYER'S PHONE: (H) \_\_\_\_\_

(C) \_\_\_\_\_

(W) \_\_\_\_\_

BUYER'S EMAIL: \_\_\_\_\_

BUYER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

REALTY COMPANY: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

**To complete this registration form, you must attach a copy of a completed, signed, and valid Buyer-Broker Agreement. The registration form is not considered complete unless the Buyer-Broker Agreement is attached. The Buyer-Broker Agreement must include the term of such agreement and the amount of compensation payable by Buyer to Broker.**

Attachment Checklist:      Completed, signed, and valid Buyer-Broker Agreement

## BUYER BROKER COMMISSION

Van Metre Companies will pay the following Commission on the sale of a home in accordance with the Real Estate Commission Policy published by Van Metre Companies, as amended from time to time:

For the sale of a market-rate home, the lesser of the following amounts: (a) the amount listed on the Buyer Broker Commission Schedule published by Van Metre Companies and in effect at the time the sales contract is written for the home; or (b) the amount of Broker Compensation (excluding any retainers, service fees, termination fees, or other charges) listed on the Buyer-Broker Agreement. No Commission will be paid by Van Metre for the sale of Affordable Dwelling Units (ADU's), Moderately Priced Dwelling Units (MPDU's) or any other type of home which is or may be required to be sold at a non-market price or which is or may be the subject of special financing requirements. The amount of the Commission shall be indicated on the final, audited Closing Disclosure signed by Van Metre.

## BUYER BROKER COMMISSION (CONTINUED)

By signing below, each undersigned party acknowledges that he / she has been provided with a copy of and read the Real Estate Commission Policy published by Van Metre Companies, and such party agrees to abide by the Real Estate Commission Policy, as amended from time to time.

BROKER NAME:  
PRINTED

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AGENT NAME:  
PRINTED

AGENT SIGNATURE:

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AGENT PHONE NUMBER:

VAN METRE  
SALES REPRESENTATIVE:

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***“We are pledged to the letter and spirit of U.S. Policy for the achievement of Equal Housing Opportunity throughout the Nation. Van Metre encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, handicap, familial status or national origin.”***



## REAL ESTATE COMMISSION POLICY

This Real Estate Commission Policy (“**Policy**”) sets forth the terms and conditions upon which the affiliated group of entities commonly known as Van Metre Companies (collectively, “**Van Metre**”) and each eligible real estate agent/broker (“**You**”) agree that a commission (“**Commission**”) may become payable. You will not be the procuring cause of the sale of a Van Metre home unless and until You have satisfied each of the following terms and conditions:

**1.** You must be either a real estate agent or broker that is licensed in the state or commonwealth where the applicable Van Metre community is located.

**2.** You must register the Prospect by completing **in full** the Real Estate Commission Registration Form (including, without limitation, completing the Federal Tax # and having the Registration fully signed by You and the Prospect) (the “**Registration Form**”), either in-person or online, and Van Metre must receive the fully completed Registration Form prior to the Prospect’s initial in-person visit or virtual showing of the community. The Registration Form shall not be complete unless You have attached a copy of a fully completed, signed and valid representation agreement between You and the Prospect (the “**Buyer-Broker Agreement**”), which Buyer-Broker Agreement must set forth the term of such agreement and the compensation payable to You by the Prospect. Prospects **cannot** register themselves on Your behalf. The Registration Form relates only to the specific community identified on the Registration Form (the “**Registered Community**”). This means that You will not earn a Commission if the Prospect purchases a lot or a home in a different Van Metre community unless You register the Prospect at such community and otherwise satisfy all other terms and conditions of the Real Estate Commission Policy applicable to such community. The registration is effective for a period of thirty (30) days (the “**Effective Period**”) from the date Van Metre receives the Registration Form, unless extended by Your re-registration of the Prospect as provided in paragraph 3 below. If a sales contract is written for a home in the Registered Community within the Effective Period, then You will earn a Commission in accordance with paragraph 4 below; provided, however, You will **not** earn a Commission if Your Prospect visited the applicable community or attended a virtual showing of the applicable community prior to Van Metre’s receipt of the fully completed Registration Form from You or if another real estate agent registered for them for a referral bonus or commission, and such registration has not yet expired on the date You attempt to register them.

**3.** After the expiration of the Effective Period, You will **not** be eligible to earn a Commission unless You re-register the Prospect in accordance with the then-applicable requirements of Van Metre. If a sales contract is written but terminates after the expiration of the Effective Period for any reason, then You will **not** earn a Commission if the Prospect writes another sales contract unless You re-register the Prospect prior to the signing of the sales contract as provided above.

**4.** Commissions are earned at the time of the transfer of title to a home from Van Metre to a buyer as evidenced by the recording of a deed in the land records. However, it is within Van Metre’s discretion to advance Commissions at the time of settlement. Commissions will be paid by check to the broker of record, to whom Van Metre will issue an IRS Form 1099. If Van Metre advances a Commission to You, but for any reason the deed is not recorded in the land records, then the Commission will **not** be earned by You and You must reimburse Van Metre the amount advanced immediately upon request.

**5.** Van Metre will pay only one of either a Commission or a Referral Bonus (as defined in the Real Estate Referral Policy published by Van Metre Companies, as amended from time to time), as applicable, per home or lot sale. If a dispute arises between You and another real estate agent claiming a Commission or a Referral Bonus, then You agree to submit the matter to a binding arbitration through the procedure established by the Association of REALTORS® for the jurisdiction where the lot or home is located. Van Metre will hold the Commission or Referral Bonus pending such arbitration and will pay the Commission

or Referral Bonus that is due as directed by the findings of the arbitrator(s), which decision shall be based upon the terms and conditions of this Policy; provided, however, in no event will Van Metre be liable to You or any other real estate agent for any amount in excess of the applicable Commission or Referral Bonus.

6. Deleted.

7. The Commission that You will earn upon the sale of a market-rate home satisfying all of the terms and conditions of this Policy is the lesser of the following amounts: (a) the amount listed on the Buyer Broker Commission Schedule published by Van Metre Companies and in effect at the time the sales contract is written for the home; or (b) the amount of Broker Compensation (excluding any retainers, service fees, termination fees or other charges) listed on the Buyer-Broker Agreement. No Commission will be paid by Van Metre for the sale of Affordable Dwelling Units (**ADU's**), Moderately Priced Dwelling Units (**MPDU's**) or any other type of home which is or may be required to be sold at a non-market price or which is or may be the subject of special financing requirements. The amount of the Commission shall be indicated on the final, audited Closing Disclosure signed by Van Metre.

8. You acknowledge that Van Metre is pledged to the letter and spirit of the U.S. policy for the achievement of Equal Housing Opportunity and You also agree to comply with all applicable federal, state and local Fair Housing Laws including, but not limited to, Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments of 1988. You further agree to comply with all federal, state and local laws which prohibit kickbacks and unearned fees including, but not limited to, the requirements of the Real Estate Settlement Procedures Act (RESPA). You represent and warrant to Van Metre that: **(a)** You have no dealings or agreements with Van Metre's Sales Representatives or employees other than to provide to Van Metre the information about the Prospect set forth in the Registration Form; and **(b)** You will not pass on any Commission or use incentives paid to You to circumvent any federal or lender requirements relating to homeowner equity.

9. Van Metre's Sales Representatives do not have the authority to modify, amend or make changes to any of the terms and conditions contained in this Policy, nor do they have the authority to increase the amount of Commission to be paid to You above the applicable Commission amount set forth in paragraph 7 above or to enter into any listing agreements on Van Metre's behalf. All times are of the essence in this Policy.

10. In order for You to be the "procuring cause" of the sale of a Van Metre home (and, therefore, earn a Commission) You must satisfy each of the terms and conditions set forth in this Policy.

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**ACCEPTED AND AGREED TO:**

REAL ESTATE AGENT/BROKER

SIGNATURE:

DATE:

FIRST NAME:  
PRINTED

LAST NAME:  
PRINTED