

**STERLING PARK REFERRING-AGENT
CLIENT
REGISTRATION POLICY AND PROCEDURES**

- I. The referring Broker/Agent must accompany and register their client on the client's first visit to the Sterling Park Community:
 - a. The client may also register the Broker/Agent by presenting the Broker/Agent's business card at the client's first visit to the Sterling Park sales center. The Broker/Agent must come into the Sterling Park sales center within 5 days from the client's visit to personally register the client with a Sterling Park sales representative.
- II. Broker/Agent must be certain the clients have not previously visited the sales information center within the last 90 days.
- III. Registrations shall be valid for a period of ninety (90) days. Upon expiration of the registration period, it may be extended per Item IV below.
- IV. Upon expiration of the registration period, it may be extended for an additional thirty (30) day period provided a request for said extension is made in writing and is approved by a Sterling Park sales representative.
- V. Broker/Agent referral fee is offered in consideration for sale of homes at Sterling Park to third party buyers who are represented by a Broker or Agent. Broker/Agent referral fee is not available to parties purchasing homes for investment, or for occupancy by the Broker or Agent in the transaction. Neither Broker nor Agent may be a party to the Purchase Agreement, Loan or on Title for the home. Broker/Agent referral fee is not available for purchases by family members or spouses of Referring Agent or Broker.
- VI. Sterling Park Place , L.P. acknowledges that it has a base price policy on their homes that is constant whether a sale occurs through our sales representative, or through a Broker/Agent.
- VII. The Broker/Agent's referral fee will be 3% of the base contract price. No referral fee is paid on options or extras. Incentives or giveaways (such as a reduction in sales price, options included in the sales price, or credits toward non-recurring closing costs) if any, will be deducted from the base contract price when calculating referral fees.
- VIII. The Sterling Park sales staff is prepared and trained to:
 - a. Show the client the product, answer all questions and communicate directly with the client as necessary.
 - b. Write the contract on Sterling Park forms, prepare addenda and other contract documents.
 - c. Assist Buyer with selection of finishes, options and upgrades.
 - d. Collect all deposits and transmit deposits and contract documents to First American Title. Coordinate escrow with First American Title.
 - e. Schedule Homeowner Orientation and turnover of home.
- IX. All referral fees will be paid upon close of escrow directly to the sponsoring broker. Sterling Park, L.P. does not and cannot by California real estate law allow payment of referral fees or any other selling compensation directly to the Referring Agent.
- X. No agency exists between Sterling Park Place, L.P. and Referring Broker. This Referring-Agent Client Registration Policy And Procedures represents the entire agreement between the Referring Broker/ Agent and Sterling Park, L.P.

REFERRING BROKER/AGENT FORM

REGISTRATION:

Community Name: _____ Date: _____

Name of Client: _____ Phone: _____

Address: _____

Name of Broker: _____ Phone: _____

Address: _____

Name of Referring Agent: _____ Phone: _____

Address: _____

Method of Registration:

In Person By Fax By Phone Client presented Business Card

Source of advertising that brought Broker/Agent and **this client** to this Community:

MLS Newspaper (which?) _____ Direct Mail/Flyer BRC New Homes

Client told you about this community Personal contact from _____ Representative

REGISTRATION EXTENSION:

If registration was extended, enter new expiration date _____

Approved _____

_____ Sales Representative

REFERRAL FEE AGREEMENT

Property Description: Lot _____ Tract _____

Address: _____

Date of Sale: _____

Estimated close of escrow: _____

Referring Agent agrees to the terms and conditions as set forth above.

Sterling Park Place, L.P. hereby agrees to pay the Referring Broker a 3% referral fee on the base selling price (minus incentives, giveaways, or pre-plotted options) per the real estate purchase contract. It is understood that no referral fee will be paid on options or extras ordered by the client in connection with the completion of this home. Referral fee is due and payable at the close of escrow of the property. In the event that the buyer fails to close escrow for any reason, no referral fee will be due.

Referring Agent: _____
Sales Representative_____
By: _____Date: _____
Date: _____
