

Realtor Client Registration Form

Customer(s) Name: \_\_\_\_\_

Home Address: \_\_\_\_\_  
Street City State Zip code

Telephone: \_\_\_\_\_ Registration Date: \_\_\_\_\_

Realtor: \_\_\_\_\_ Company Represented: \_\_\_\_\_

Address: \_\_\_\_\_  
Street city state zip code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

ALL INFORMATION MUST BE FILLED OUT ENTIRELY FOR THIS REGISTRATION TO BE VALID

WestWind Homes (herein after referred to as the Builder) agrees to pay the above-referenced Broker/Agent (hereinafter referred to as Agent) the agreed upon Guaranteed Commission of 3% as is stated in the Guaranteed Commission with the Builder within 60 days following the date of this registration and all terms and conditions outlined in the Guaranteed Commission Program document are met by Agent.

The Agent acknowledges that in the event the Customer does not consummate the purchase of a home built by the builder, for any reason whatsoever, no Commission is earned or will be paid to Agent or any associate claiming through them.

Agents with a customer duly registered on this form will be entitled to the Commission as provided herein for such sales of the Builder's homes signed within 60 days following the date hereof (deemed the "registration period"), subject to the following terms and conditions.

1. In the event that the Agent properly registers with the Builder a Customer, and the customer within the registration period, returns unaccompanied by the Agent and executes a purchase agreement using all forms and related attachments as provided and approved by Builder, the Agent will be deemed to be the procuring Agent and entitled to receive any Commission which becomes payable.
2. In the event that more than one Agent properly registered a customer with the Builder, the Agent who physically accompanies said, Customer when executing the Purchase Agreement (as evidenced by the signature of the Agent on the Purchase Agreement Form) shall be deemed to be the procuring Agent and therefore entitled to any commissions which become payable.
3. In the event that more than one Agent properly registers a customer with the Builder and the customer returns unaccompanied by either Agent and executes a purchase agreement, the earliest registering Agent shall be deemed to be the procuring Agent and therefore entitled to any commissions which become payable.
4. In any event, the Builder shall only be obligated to pay one commission on any qualifying sale and shall have no obligation or liability to pay any commission to any other Agent or associate.
5. The registering Agent agrees that the Builder shall have the right to conduct direct follow-up communications and correspondence with any registered Customer.
6. The Agent disclosed that it is acting in the capacity of: (check one)

\_\_\_\_\_ Buyers Agent

\_\_\_\_\_ Seller's Agent

The Agent herein warrants and represents that they are presently licensed to operate as an Agent or Sales associate in the State of Texas, by the governing regulatory board. Time is of the essence in this agreement.

THE ABOVE TERMS AND CONDITIONS ARE SET FORTH ABOVE ONTHIS FORM ARE ACCEPTED AND AGREED TO:

WESTWIND HOMES:

AGENT:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

