

MIRAMONTE ALTURA, LLC

BUYER BROKER REGISTRATION

DATE OF PURCHASE AGREEMENT: [CONTRACTDATE]

BUYER: [FIRSTNAME0000] [MIDDLEINITIAL0000] [LASTNAME0000]
Co-BUYER: [FIRSTNAME0001] [MIDDLEINITIAL0001] [LASTNAME0001]
SUBDIVISION: [DESCRIPTION] LOT #: [HOUSENUMBER]
PLAN: [MODELNAME] SALES PERSON: [SALESPERSON]
[ELEVATIONCODE]

BROKER NAME _____

REAL ESTATE COMPANY NAME: _____

BROKER ADDRESS _____

BROKER PHONE NUMBER _____ BROKER EMAIL _____

THIS REGISTRATION IS VALID ONLY FOR MIRAMONTE ALTURA, LLC SUBDIVISION

The above-named broker shall be entitled to receive a commission in the amount of _____ of the Total Sales Price upon the successful Close of Escrow by the above Client providing the following terms and conditions are met:

1. The above-named Client(s) must enter into a binding Purchase Contract for the acquisition of a MIRAMONTE ALTURA, LLC residence within thirty (30) days from the date indicated above. No commissions shall be considered earned or payable if the Client enters into a binding Purchase Contract for a MIRAMONTE ALTURA, LLC residence more than thirty (30) days after the date indicated unless this agreement is renewed within that period.
2. The named Broker or Buyer's Representative must accompany the Client on the first visit to the subdivision. Broker/Agent must personally register the Client on their first visit. Should the Client return with another Broker and should this Broker submit an offer acceptable to the Builder, then the Builder would not be liable for a commission to the original Broker. We will not honor the following: 1) drive by registration; 2) customers arriving at the model homes with instructions from their Brokers; and 3) customers stating their relatives are Realtors and they are working with them.
3. The above-named Client shall consider no commissions earned or payable until the successful Close of Escrow on a MIRAMONTE ALTURA, LLC residence. Close of Escrow must occur within twenty-four (24) months of the date indicated above.
4. MIRAMONTE ALTURA, LLC agrees to abide by the terms of the Builder/Broker Code of Mutual Understanding, as adopted by the Southern Arizona Home Builders Association and the Tucson Association of Realtors.

Commissions shall be paid and mailed to the above-named Broker by the Escrow Company after all closing documents are properly reported. Broker does hereby represent and warrant to Miramonte Homes, LLC, and Miramonte Altura, LLC, that Broker is properly licensed and in good standing in the State of Arizona and shall be at the time of Close of Escrow, and that Broker's receipt of a commission pursuant to this agreement shall comply with any and all rules, regulations and statutes promulgated by the Arizona Department of Real Estate, including, without limitation, A.R.S. Sections 32-2101-32 through 32-2199.05, and Arizona Administrative Code Title 4, Chapter 28 (collectively, the "Regulations"). The failure of Broker to comply with the foregoing Regulations or the breach of the foregoing representation and warranty shall give Miramonte Homes, LLC, and Miramonte Altura, LLC, the right to terminate payment of the commission, and to pursue any and all remedies available at law or equity against Broker (and any agent acting thereunder), including, without limitation, filing a complaint with the Arizona Department of Real Estate. On or before the Close of Escrow, and as a condition of payment of the commission to Broker, Broker shall provide such documentation as requested by Miramonte Homes, LLC, and Miramonte Altura, LLC, to demonstrate Broker's compliance with the Regulations.

Miramonte Homes, LLC and MIRAMONTE ALTURA, LLC do not utilize subagents. All parties to this agreement acknowledge, that Clients registered per the above, are solely represented by the Buyer's Agent and that the Buyer's Broker or Agent will be present at the contract signing.

THE ABOVE STIPULATED TERMS AND CONDITIONS ARE HEREBY ACCEPTED:

Buyer Date

Buyer Date

Sales Associate Date

Realtor Date

Authorized Signatory: MIRAMONTE ALTURA, LLC Date