

COMPENSATION AGREEMENT BETWEEN BROKERS

DATE OF PURCHASE AGREEMENT: «DateWritten»

BUYER: «CustomerName»

CO-BUYER: «CoCustomerName»

CONDOMINIUM: «ProjectName»

UNIT #: «JobNumber»

PLAN: «PlanNumber»
«ElevationCode»

SALESPERSON: «CurrentSalesPerson»

BUYER'S BROKER (FIRM NAME):

AGENT ACTING THROUGH BUYER'S BROKER:

BROKER ADDRESS

BROKER PHONE NUMBER BROKER EMAIL

THIS REGISTRATION IS VALID ONLY FOR PONDEROSA PARKWAY, LLC

The above-named Buyer's Broker shall be entitled to receive a commission in an amount equal to the lesser of: (a) percent (%) of the Net Sales Price or Base Price, whichever is less, or (b) the commission specified in any Buyer-Broker Exclusive Employment Agreement entered into between Buyer and Buyer's Broker (the "Commission"), upon the successful Close of Escrow by the above named Buyer(s) Client provided the following terms and conditions are met:

- 1. The above-named Buyer must enter into a binding Purchase Contract for the acquisition of a PONDEROSA PARKWAY, LLC residence within thirty (30) days from the date indicated above. No commissions shall be considered earned or payable if the Buyer(s) enter into a binding Purchase Contract for a PONDEROSA PARKWAY, LLC residence more than thirty (30) days after the date indicated unless this agreement is renewed within that period.
- 2. The named Buyer's Broker must accompany the Buyer on the first visit to the Condominium. Buyer's Broker must personally register the Buyer on their first visit. Should the Buyer return with another broker, and should this Broker submit an offer acceptable to the Seller, then the Seller shall 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 units with instructions from their Brokers; and 3) customers stating their relatives are real estate agents and they are working with them.
- 3. The successful Close of Escrow on the Unit(s) identified above in the PONDEROSA PARKWAY, LLC community. Close of Escrow must occur within twenty-four (24) months of the date indicated above.

The Commission shall be paid and mailed to the above-named Buyer's Broker by the Escrow Company after all closing documents are properly reported. Buyer's Broker does hereby represent and warrant to Miramonte Homes, LLC, that Buyer's 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 Buyer's 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"). In addition, Buyer's Broker does hereby represent and warrant to Miramonte Homes, LLC, that Buyer's Broker was informed of the Commission through the process of executing this Agreement and did not learn of the Commission through any MLS or similar service. The failure of Buyer's Broker to comply with the foregoing Regulations or the breach of the foregoing representation and warranty shall give Miramonte Homes, LLC, the right to terminate payment of the commission, and to pursue any and all remedies available at law or equity against Buyer's 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 Buyer's Broker, Buyer's Broker shall provide such documentation as requested by Miramonte Homes, LLC, to demonstrate Buyer's Broker's compliance with the Regulations.

Miramonte Homes, LLC does not utilize subagents. All parties to this agreement acknowledge, that Buyer(s) identified above, are solely represented by the Buyer's Broker and that the Buyer's Broker will be present at the contract signing.

Buyer's Broker does hereby acknowledge that, notwithstanding the terms of any Buyer Broker Exclusive Employment Agreement that Buyer's Broker may have entered into with a Buyer, Seller shall not pay any commission greater than the Commission set forth in this Agreement.

THE ABOVE STIPULATED TERMS AND CONDTIONS ARE HEREBY ACCEPTED:

Buyer's Broker:

Seller's Broker:

By:
Name of Agent:
Firm Name:
Telephone:
Email:

By:
Name of Agent:
Firm Name:
Telephone:
Email:

INITIAL HERE