



Guaranteed Commission Program

When you have a client that is interested in buying or building a SWLA Constructors & Development home, your commission will be guaranteed in accordance with the terms and conditions noted herein.

1. You accompany your client to their first visit to our sales office, introduce them to a SWLA Constructors & Development consultant, and complete the Broker/Client Registration form.
2. You accompany your client to all subsequent client meetings, up until the point of execution of contract documents.
3. Your client completes all necessary contract documents and the sale is closed and funded.
4. In the event a Realtor or Broker is working with a client and the client contacts SWLA Constructors & Development, without utilizing and/or notifying the Realtor or Broker, the Realtor or Broker shall have no later than 5pm of the next business day to complete the Registration Form. (Our sales consultants are trained to ask, "Are you working with a Realtor to all clients at first contact" If the client says yes, we will instruct them to inform you to complete necessary Form.)

BROKER/CLIENT REGISTRATION FORM

When you bring your clients to SWLA Constructors & Development, we realize that you are lending us your reputation. All of us at SWLA Constructors & Development take that responsibility very seriously.

Client: _____

Address: _____

Telephone 1: _____ ☐ home ☐ mobile

Telephone 2: _____ ☐ home ☐ mobile

Telephone 3: _____ ☐ home ☐ mobile

E-mail: _____

Date Registered: _____

Broker: _____

Associate: _____

Broker's Address: _____

Broker's Telephone: _____

SWLA Constructors & Development LLC ("Builder") herein agrees to pay to the above-referenced broker ("Broker") a real estate brokerage fee in the amount of two and one half percent (2.5%) of the contract purchase price (the "Commission") less any seller paid concessions paid upon closing of title and consummation of a sale to the above-referenced customer (the "Prospective Customer"), provided the Prospective Customer executes a binding purchase agreement with Builder within **(60)** days following the date of this registration and the terms and conditions of the Guaranteed Commission Program are met by the Broker or its licensed representative. The Broker, or their authorized representative, acknowledges that in the event the Prospective Customer does not consummate the purchase of a home built by Builder, for any reason whatsoever, no Commission is earned or will be paid by Builder.

Brokers with a Prospective Customer duly registered on this form will be entitled to the Commission as provided herein for such sales of Builder's homes signed within (60) days following the date hereof (the "Registration Period"), subject to all terms and conditions noted herein, including but not limited to:

- 1. In the event that Broker or its Associate properly registers a Prospective Customer with Builder and the Prospective Customer returns within the Registration Period and executes Builder's purchase agreement and related attachments, the registering Broker or Associate will be deemed to be the procuring broker entitled to receive any Commission which becomes payable.
- 2. Broker or Associate shall not be entitled to receive Commission in the event that Broker or Associate is terminated by Prospective Customer, for any reason, prior to closing.
- 3. In the event that more than one broker or associate registers the same Prospective Customer with Builder and that Prospective Customer returns within the Registration Period unaccompanied by any broker or associate, and executes a purchase agreement, the broker or Associate with the most recent registration date, provided that the sale is within the Registration Period, will be deemed conclusively to be the procuring Broker entitled to receive any Commission which becomes payable.
- 4. In any of event, 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 broker or associate.
- 5. The registering Broker or Associate each agree that Builder and its representatives shall have the right to conduct direct follow-up communications and correspondence with the registered Prospective Customer.
- 6. The Broker or Associate discloses and warrants that it is acting in the capacity of Buyer's Agent.
- 7. The Broker or Associate herein warrant and represent that they are presently licensed to operate as a Broker or Sales Associate in the State of Louisiana, by the governing regulatory board.

ALL TERMS AND CONDITIONS ARE ACCEPTED AND AGREED TO:

By _____ SWLA Constructors & Development (Builder)	_____ Date
By _____ Realtor	_____ Date
By _____ Broker	_____ Date
By _____ Buyer	_____ Date