

# Colorado Broker Client Registration and Code of Mutual Understanding (“Broker Policy”)

Welcome! HopTree Homes (“HopTree”) values our relationship with licensed Colorado real estate brokers through mutual respect and communication.

By representing and registering your client ("Prospective Buyer") to a HopTree Associate (“Associate”), you (“Broker”) will become entitled, subject to the terms hereof, to receive a commission (the “Commission”) when the Prospective Buyer purchases and closes on a new home in one of our communities. (the “Closing”). Such Commission shall be payable at the Closing and shall be equal to 2.5% of the Final Sales Price, as stated in the written purchase agreement (the “Purchase Agreement”) between the Prospective Buyer and HopTree. Additional incentives/bonuses payable to Broker, if any, will be as separately set forth in an addendum hereto. Registration of the Prospective Buyer shall be subject to the following terms and conditions:

1. Registration of the Prospective Buyer shall be effective upon Broker’s execution and delivery of this Broker Policy to a HopTree Associate. Unless approved in writing by HopTree, the Broker must accompany Prospective Buyer to all Home, Site or Sales Office visits for such registration to be valid, and the Prospective Buyer must not have been previously registered as a prospect by a HopTree Associate. Registration is effective for thirty (30) days from the date of this Broker Policy. Upon expiration of such 30-day period, if the Prospective Buyer has not entered into a binding Purchase Agreement with HopTree, the Broker must re-register the Prospective Buyer by signing a new Broker Policy with HopTree in order for Broker to be eligible for a Commission.
2. The amount of the Commission payable hereunder is fixed and shall not be adjusted regardless of whether the sale is completed by a HopTree Associate or in cooperation with another broker. The Commission payable hereunder shall not be taken into account by HopTree when determining the purchase price payable for the Prospective Buyer’s new home, or any sales incentives applicable thereto. All state and federal laws relating to the payment of real estate commissions shall apply.
3. The Broker must be present when the Prospective Buyer executes the Purchase Agreement, help the Prospective Buyer assess financial qualifications and complete their loan application, ensure all obligations of the Prospective Buyer are met, and attend the Closing.
4. Qualifications: To qualify for the Commission, Broker must be employed as an in-state licensed Real Estate Agent and/or Broker, in good standing, with an active brokerage. No split commissions will be paid by HopTree. This Broker Policy is irrevocable and may not be assigned or transferred to any other broker. If the Prospective Buyer changes brokers, then any commission owed to the Prospective Buyer's new broker shall be the Prospective Buyer's sole responsibility, and HopTree shall have no liability therefor. Notwithstanding anything herein to the contrary, HopTree shall pay, if any, only one commission related to the sale of a Property hereunder.
5. By signing below, Broker represents that all agency disclosures required by state and/or federal law to the Prospective Buyer, including, but not limited to, the fact that HopTree Homes is the exclusive representative for the sale of new homes in the Community, have been made. Broker has no authority to make any representation (in any media) or execute any agreement for or on behalf of the selling entity listed below.

Please indicate your acceptance of the above terms by signing below. Prospective Buyer(s) information must be complete and signed at time of registration for the registration to be valid.

PROSPECTIVE BUYER NAME(S): \_\_\_\_\_

BUYER CURRENT ADDRESS: \_\_\_\_\_

BUYER PHONE NUMBER: \_\_\_\_\_ BUYER EMAIL: \_\_\_\_\_

BROKER NAME: \_\_\_\_\_ BROKERAGE NAME: \_\_\_\_\_

BROKERAGE ADDRESS: \_\_\_\_\_

BROKERAGE LICENSE: \_\_\_\_\_ AGENT LICENSE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

BROKERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

HOPTREE ASSOCIATE: \_\_\_\_\_ DATE: \_\_\_\_\_