

# SELAH REALTY



## SELAH BROKER REGISTRATION AGREEMENT

Thank you for referring your client to Selah. We appreciate the opportunity to do business with you. Please register your Client by filling out this agreement completely and returning it via mail or email on or before the Client's first visit to Selah.

### REGISTRATION INFORMATION:

Client Name(s): \_\_\_\_\_  
(Individually or collectively, the "Client")

Phone: \_\_\_\_\_ Phone 2: \_\_\_\_\_

Email: \_\_\_\_\_ Email 2: \_\_\_\_\_

Real Estate Agent's Name(s): \_\_\_\_\_  
(Individually or collectively, the "Agent")

Real Estate License #(s): \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Broker's Name (the "Broker"): \_\_\_\_\_

Broker's Company Name: \_\_\_\_\_

Broker's Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Broker License #: \_\_\_\_\_

Client Initials \_\_\_\_/\_\_\_\_ Agent Initials \_\_\_\_

Owner: ADKINS & ADKINS LAND DEVELOPMENT, LLC (the "Owner")

Owner hereby offers a broker referral fee ("**Referral Fee**") in the amount defined below to Broker for Agent's referral of Client to Selah, subject to full and complete satisfaction of, and compliance with the terms and conditions set forth below.

1. Referral Fee: 3% of the "Purchase Price" at time of Client's purchase in Selah as defined in Buyer's Purchase Contract and Escrow Instructions ("Purchase Contract"), exclusive of additional options, upgrades, extras, less all incentives, concessions and down payment assistance given by Owner to Client. Further, the Purchase Price shall not include, among other things, escrow/closing costs and/or any third-party costs paid by Buyer.
2. Broker/Agent Registration: Broker/Agent must **formally** register their Client by submitting this form prior to the date that the Client first visits or has been noted as a prospective purchaser at Selah by the Owner's Representative, regardless of whether such notation occurs via phone, in person, email, or website registration. Once the Owner receives and approves this form, your client will be registered.
3. Client's First Visit: Agent/Broker must: (i) personally escort Client to the sales office (a business card is not acceptable); (ii) complete, or have previously completed, the Broker Registration Agreement; and (iii) obtain Prospective Client's Consent and Acknowledgement.
4. Payment: The Referral Fee shall be paid directly from escrow to the undersigned Broker only when Client closes escrow on a home in Selah and only if all of the terms and conditions set forth herein are fully satisfied. If Agent leaves the employment of the Broker, then the Agent will look solely to the Broker for payment and will hold Owner and Owner's Representative harmless from any liability for payment of the Referral Fee or any other matters.
5. Other Agents or Brokers: Neither the undersigned Broker nor Agent is protected should another broker, real estate agent, or referring homeowner appear and/or register the Client. In cases of a conflict as to the registering broker, the Referral Fee will be paid to the first broker who appropriately registers a Client. Owner has no obligation to check or inquire as to whether multiple brokers have registered the Client. In no event shall Owner be obligated to pay more than one (1) Referral Fee per lot/residence sold in Selah.
6. Exclusions: Owner will not pay a Referral Fee on any sales transaction where: (i) the Client has previously purchased a lot or residential or commercial space in Selah; (ii) the Client has previously visited or been introduced to Selah on his/her own or by another agent or broker; (iii) the Client has previously contacted the Owner, or registered, through Selah's website or email; (iv) the Client is an employee, or an immediate family member of an employee, of the Owner, Selah, or their affiliates; or (v) the Client has previously been registered by another agent or as a homeowner referral. If the Owner or its representative notifies Agent and/or Broker that the Client has been previously registered or noted as a prospective purchaser, this determination shall be conclusive.

Client Initials \_\_\_\_/\_\_\_\_ Agent Initials \_\_\_\_

7. **Miscellaneous:** Neither Broker nor Agent may advertise Selah in any printed form. The Owner and Owner's Representative will always use Owner's Purchase Contract. The Owner's Representative will administer all transactions, including loan processing and escrow processing. The Owner will not accept any outside paperwork, including without limitation other contracts or offers for sales, escrows, or loans.
8. **Representations:** Broker and Agent acknowledge that no representation made by Owner, Owner's Representative, or any representative that is not contained herein shall be binding on the Owner. The terms and conditions of this Broker Registration Agreement constitute the entire agreement by Owner to pay a Referral Fee or any other compensation to Broker and/or Agent. All prior or contemporaneous negotiations, agreements, understanding, representations and statements, oral or written, including without limitation, any multiple listing service agreements, are merged herein and shall be of no further force or effect.
9. **90-Day Expiration:** This Broker Registration Agreement is valid only if a Purchase Contract is signed by the Client and accepted by the Owner within ninety (90) days of the date listed below. Thereafter the Client must be re-registered.
10. By signing this agreement, Broker and Agent agree to the terms herein.

***CHECKS WILL ONLY BE ISSUED TO THE ABOVE SPONSORING BROKER***

AGENT:

\_\_\_\_\_ Date: \_\_\_\_\_  
Agent Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
Agent Signature

BROKER:

\_\_\_\_\_ Date: \_\_\_\_\_  
Broker Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
Broker Tax ID Number  
(Must be completed for valid registration)

OWNER'S REPRESENTATIVE

\_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Representative Signature

Accepted By Owner:  
Adkins and Adkins Land Development, LLC

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Signature

Client Initials \_\_\_\_/\_\_\_\_ Agent Initials \_\_\_\_

# SELAH BROKER REGISTRATION AGREEMENT

## CLIENT CONSENT AND ACKNOWLEDGMENT

Client hereby consents to the foregoing and acknowledges and agrees as follows:

1. that I/we have not previously visited Selah prior to the above Broker/Agent's introduction.
2. that the above named Broker/Agent was the person or persons who initially introduced me/us to Selah and that no one else has introduced me/us to Selah, nor is representing me/us in connection with our interest in Selah;
3. I/we have been informed and understand that neither the Owner's Representative nor Owner represents us in connection with the purchase or potential purchase of any home in Selah;
4. I/we have been informed and understand that neither Agent nor Broker represents or is an agent of Owner or Owner's Representative; and
5. that the signing of any agency agreement with Agent or Broker or the signing of this form WILL NOT give me/us any priority over any other prospective home purchaser for the sale of homes in Selah.

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RETURN COMPLETED FORMS TO:

Email: [mollie@swhok.com](mailto:mollie@swhok.com)

Mail: 18935 Selah Way | Suite 200 | Norman, OK | 73072

Client Initials \_\_\_\_/\_\_\_\_ Agent Initials \_\_\_\_