



REAL ESTATE COMMISSION POLICY

This Real Estate Commission Policy (“Policy”) sets forth the terms and conditions upon which the affiliated group of entities commonly known as Van Metre Companies (collectively, “Van Metre”) and each eligible real estate agent/broker (“You”) agree that a commission (“Commission”) may become payable. You will not be the procuring cause of the sale of a Van Metre home unless and until You have satisfied each of the following terms and conditions:

- 1.** You must be either a real estate agent or broker that is licensed in the state or commonwealth where the applicable Van Metre community is located.
- 2.** You must introduce, deliver and accompany the prospective home buyer (the “Prospect”) to the Community Sales Office for the first time IN PERSON and register him/her. This means that You must be present with the Prospect on the Prospect’s initial visit to the applicable Van Metre community.
- 3.** You must register the Prospect by completing in full (including the Federal Tax #) the Real Estate Commission Registration Form (the “Registration Form”) at the time of the Prospect’s initial visit to the Community Sales Office. This means that You cannot register Prospects unless they are present; You cannot register Prospects over the telephone or by FAX; the Van Metre Sales Representative will not register Prospects on Your behalf; and, Prospects cannot register themselves on Your behalf. The Registration Form relates only to the specific community where You introduced, delivered and accompanied the Prospect and submitted to Van Metre a completed Registration Form (the “Registered Community”). This means that You will not earn a Commission if the Prospect visits or purchases a home in a different Van Metre community unless You accompany and register the Prospect at such community and otherwise satisfy all other terms and conditions of this Policy. The registration is effective for a period of thirty (30) days (the “Effective Period”) from the date the Van Metre Sales Representative acknowledges receipt of a Registration Form, unless extended by Your re-registration of the Prospect as provided in paragraph 4 below. If a sales contract is written for a home in the Registered Community within the Effective Period, then You will earn a Commission in accordance with paragraph 5 below; provided, however, You will not earn a Commission if Your Prospect visited the applicable community without you or if another real estate agent registered them for a referral bonus or commission, and such registration has not yet expired on the date You attempt to register them.
- 4.** After the expiration of the Effective Period, You will not be eligible to earn a Commission unless You re-register the Prospect prior to the time the Prospect signs a sales contract by filling out and submitting another Registration Form. The Prospect must accompany You at the time of re-registration unless You re-register the Prospect prior to the expiration of the Effective Period. Re-registration will extend the Effective Period for a period of thirty (30) days beginning on the date that Van Metre’s Sales Representative acknowledges receipt of the new Registration Form. If a sales contract is written but terminates after the expiration of the Effective Period for any reason, then You will not earn a Commission if the Prospect writes another sales contract unless You re-register the Prospect prior to the signing of the sales contract as provided above.
- 5.** Commissions are earned at the time of the transfer of title to a home from Van Metre to a buyer as evidenced by the recording of a deed in the land records. However, it is within Van Metre’s discretion to advance Commissions at the time of settlement. Commissions will be paid by check to the broker of record, to whom Van Metre will issue an IRS Form 1099. If Van Metre advances a Commission to You, but for any reason the deed is not recorded in the land records, then the Commission will not be earned by You and You must reimburse Van Metre the amount advanced immediately upon request.
- 6.** Van Metre will pay only one of either a Commission or a Referral Bonus (as defined in the Real Estate Referral Policy published by Van Metre Companies, as amended from time to time), as applicable, per home sale. If a dispute arises between You and another real estate agent claiming a Commission or a Referral Bonus, then You agree to submit the matter to binding arbitration through the procedure established by the Association of REALTORS® for the jurisdiction where the home is located. Van Metre will hold the Commission or Referral Bonus pending such arbitration and will pay the Commission or Referral Bonus that is due as directed by the findings of the arbitrator(s), which decision shall be based upon the terms and conditions of this Policy; provided, however, in no event will Van Metre be liable to You or any other real estate agent for any amount in excess of the applicable Commission or Referral Bonus.

7. Van Metre recognizes buyer's agents and will pay Commissions to such agents based upon the same terms as other real estate agents; provided, however, that if You are a buyer's agent, You must (a) disclose this fact to Van Metre in writing at the time of registration; and (b) You must accompany and register Your Prospect on Your Prospect's initial visit to the applicable community and otherwise satisfy all other terms and conditions of this Policy. Unless You are a disclosed buyer's agent, You are acting as Van Metre's agent in this transaction and, therefore, You agree to represent Van Metre's interest and act in good faith on Van Metre's behalf.

8. Unless otherwise agreed to in writing by Van Metre's Vice President of Sales and Marketing, the Commission that You will earn upon the sale of a home satisfying all of the terms and conditions of this Policy is Two and One Half Percent (2.5%) of the BASE PURCHASE PRICE (as such Base Purchase Price is listed in the sales contract) (the "Standard Commission"); provided, however, that no commission will be paid on any increase in the Base Purchase Price to provide buyer with closing costs. The amount of the Standard Commission shall be as indicated on the final, audited Closing Disclosure signed by Van Metre. If the Registration Form has a Commission listed that is more than the Standard Commission, then the increased amount is subject to and conditioned upon the written approval of Van Metre's Vice President of Sales and Marketing. No Commission will be paid by Van Metre for the sale of Affordable Dwelling Units (ADU's), Moderately Priced Dwelling Units (MPDU's) or any other type of home which is or may be required to be sold at a non-market price or which is or may be the subject of special financing requirements.

9. You acknowledge that Van Metre is pledged to the letter and spirit of U.S. policy for the achievement of Equal Housing Opportunity and You also agree to comply with all applicable federal, state and local Fair Housing Laws including, but not limited to, Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments of 1988. You further agree to comply with all federal, state and local laws which prohibit kickbacks and unearned fees including, but not limited to, the requirements of the Real Estate Settlement Procedures Act (RESPA). You represent and warrant to Van Metre that: (a) You have no dealings or agreements with Van Metre's Sales Representatives or employees other than to provide to Van Metre the information about the Prospect set forth in the Registration Form; and (b) You will not pass on any Commission or use incentives paid to You to circumvent any federal or lender requirements relating to homeowner equity.

10. Van Metre's Sales Representatives do not have the authority to modify, amend or make changes to any of the terms and conditions contained in this Policy, nor do they have the authority to increase the amount of Commission to be paid to You above the Standard Commission or to enter into any listing agreements on Van Metre's behalf. In order to be valid and binding upon Van Metre, any such amendments, increases in Commission or listing agreements must be in writing and signed by Van Metre's Vice President of Sales and Marketing. All times are of the essence in this Policy.

11. In order for You to be the "procuring cause" of the sale of a Van Metre home (and, therefore, earn a Commission) You must satisfy each of the terms and conditions set forth in this Policy.

"We are pledged to the letter and spirit of U.S. Policy for the achievement of Equal Housing Opportunity throughout the Nation. Van Metre encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, handicap, familial status or national origin."

ACCEPTED AND AGREED TO:

REAL ESTATE AGENT/BROKER

SIGNATURE:

DATE:

FIRST NAME:
PRINTED

LAST NAME:
PRINTED