



BROKER REGISTRATION FORM

REGISTRATION DATE:

BUYER:

Buyer Name(s):

Buyer Mailing Address:

Buyer Phone Number(s):

Buyer Email Address(es):

Source that led Buyer to Prima Luce:

(Specific publication, such as Florida Weekly, Realtor.com, Flyer, Drive-by, etc.)

REFERRING BROKER & REFERRING BROKER'S AGENT:

Referring Broker Name:

Referring Broker License Number:

Referring Broker's Agent's Name:

Referring Broker's Agent's License Number:

Referring Broker's Agent's Phone Number:

Referring Broker's Agent's Email Address:

THE FOLLOWING PAGE CONTAINS THE TERMS AND CONDITIONS FOR COMMISSION PAYMENT.

Referring Broker represents and warrants to Listing Broker that: i) Referring Broker's Agent is an actively licensed Sales Associate or Broker Associate in the State of Florida and Referring Broker is an actively licensed Real Estate Broker; and ii) Referring Broker and Referring Broker's Agent are the only real estate agent and real estate broker with whom the Buyer has dealt with regarding the purchase of new unit or new units in Prima Luce directly from Seller. Referring Broker acknowledges that commission payments are subject to the terms and conditions set forth in this Broker Registration Form which are as follows:

Listing Broker agrees to pay a commission (the "Commission") to Referring Broker in the amount of (3%) of the "Net Purchase Price" of the "Property Purchased" to Referring Broker upon closing, or as per the commission payment schedule advertised in any applicable, valid promotion. Required supplemental documentation due at time of contract shall include but may not be limited to, copies of: 1) Referring Broker's real estate license; 2) Referring Broker's Agent's real estate license; 3) Brokerage's (real estate company's) real estate license; 4) Broker's IRS Form W9; and 5) Any applicable commission promotion to be applied (e.g., copy of a flyer, printed ad, email, etc.). "Property Purchased" shall mean the Buyer's purchase of a new unit or new units in Prima Luce directly from Seller, pursuant to the terms stated herein. "Net Purchase Price" shall mean the purchase price reflected on the Closing Statement for the Property Purchased. Notwithstanding any applicable, valid promotional commission payment schedule, commission shall be payable upon the closing of the Property Purchased and when Seller has received clear funds for the total amount Seller is due pursuant to the purchase contract and per the Closing Statement. Based on Developer offer at time contract is signed. _____

Referring Broker hereby agrees that no compensation (commission or otherwise) will be due if: (i) Referring Broker's Agent and/or Referring Broker acts in a capacity other than that of a Transaction Broker; (ii) Buyer does not visit the Prima Luce Sales Center in person accompanied by Referring Broker's Agent in person, upon Buyer's first visit to the Prima Luce property site; (iii) This Broker Registration Form was not signed by Referring Broker's Agent upon Buyer's first visit to the Prima Luce property site; (iii) Buyer does not enter into a contract to purchase new unit or new units in the Prima Luce Condominium directly from Seller within sixty days following the Registration Date noted on page 1 of this Broker Registration Form (unless Seller grants Referring Broker a written extension); (iv) Buyer is an existing prospect already registered in Seller's database or Barclays Real Estate Group database prior to the Registration Date; (v) Buyer defaults or the closing is not held for any reason, including without limitation to the purchase contract being canceled or the Buyer and Seller being released from the purchase contract, regardless of whether the Seller retains the total or a portion of the deposit(s) paid by the Buyer; and (vi) Referring Broker's Agent or Referring Broker is in default of the terms of this Broker Registration Form. Listing Broker may pay Referring Broker a portion of or all of the commission in advance of closing. In the event that it is subsequently determined that commission is not owed due to any of the above scenarios, Referring Broker and Referring Broker's Agent agree to immediately return said commission to Listing Broker.

Referring Broker agrees he/she and Referring Broker's Agent will not be a party to the purchase contract for the Property Purchased and have no rights with regard to it, including but without limitation to participation in decisions concerning said purchase contract, the right to determine or change the purchase price, decisions involving the cancellation of the said purchase contract and/or release of the parties from said purchase contract. Regarding any dispute or litigation between Seller, Referring Broker's Agent and/or Referring Broker that may arise out of this Broker Registration Form or out of the purchase contract for the Property Purchased, the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees, through and including all appellate levels. Jurisdiction and venue shall be only be in Lee County, Florida. The provisions of this paragraph shall survive the closing or cancellation of said purchase contract and/or other release of the parties thereto.

ACKNOWLEDGED AND AGREED TO BY:

REFERRING AGENT:
Development

SELLER: Prima Luce LLC / MacFarlane Grand Properties

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____