



Realtor Commission Program

When you have a client that is interested in buying or building a Wimberly Home, your commission will be paid “upfront” in accordance with the terms and conditions noted herein.

1. Your Client must have satisfied all requirements for **Loan Approval** by one of Wimberly Homes preferred Lenders. See Preferred Lender List.
2. You register your clients at www.wimberlycustomhomes.com
3. You must accompany your client to their first visit to our office and introduce them to a Wimberly Homes Consultant.
4. Your client must execute the Purchase Agreement and all contract documents.
5. The buyer must have made all earnest money and other deposits required under the Purchase Agreement.
6. You must be an active licensed Realtor in the State of Louisiana and a member of the NWLAR.

Wimberly Homes (“Builder”) herein agrees to pay to the above-referenced broker (“Broker”) a real estate brokerage fee in the amount of two percent (2%) of the sales price reflected on the Purchase Agreement. Commission to be paid as follows:

1. For pre-construction homes, Seventy Five Percent (75%) to be paid after the foundation of the home is complete. The remaining balance of Twenty Five Percent (25%) along with any earned commission incentives* ,will be paid after completion of the home at the act of sale (closing).
2. For completed homes, Seventy Five Percent (75%) to paid once home inspections are complete, agreed upon by all parties, documented and executed by all parties signatures. The remaining balance of Twenty Five Percent (25%) along with any earned commission incentives* , will be paid after completion of the home at the act of sale (closing).

*For every Wimberly Home closed between January 1 and December 31, the commission and incentive will be paid as followed:

1. 1st Wimberly Home- Two Percent (2%) Commission
2. 2nd Wimberly Home- Two Percent (2%) plus \$500.00 Incentive
3. 3rd Wimberly Home- Two Percent (2%) plus \$1,000.00 Incentive
4. 4th Wimberly Home- Two Percent (2%) plus \$1,500.00 Incentive

Agent/Broker Initials:_____/_____

Representative Initials _____

Incentives will be paid at the act of sale (closing) in addition to the Twenty Five Percent (25%) Balance.

Registered Clients must enter into a purchase agreement with Wimberly Homes within ninety days (90) following the Client Registration date to be entitled to the to the upfront commission.

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 Wimberly Homes 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 Wimberly Homes and its representatives shall have the right to conduct direct follow-up communications and correspondence with the registered Prospective Customer.
6. No "upfront" commission will be made to Broker/Agent if acting in such capacity in a transaction for which such party is also a buyer.
7. In the event that the actual closing of the home fails to occur for any reason whatsoever, Broker/Agent will not be eligible for any future "upfront" commissions.

Based on the terms and conditions, the Broker/Agent, represent and warrant they are in compliance with the terms of this Commission Addendum. This Commission Addendum must be fully executed by Broker/Agent and accepted by an authorized representative of Wimberly Homes and Wimberly Homes must have received a complete and accurate executed Commission Addendum and a complete, accurate, and valid IRS Form W-9 executed by Broker.

Agent/Broker Initials ____/____

Representative Initials _____

All Terms and Conditions Are Accepted and Agreed To:

Broker: Signature: _____

Print: _____

Date: _____

Agent: Signature: _____

Print: _____

Date: _____

Received

By: _____

Wimberly Representative

Date

Broker/Agent Initials ____/____

Representative Initials _____