taylor morrison

Homes Inspired by You

TAYLOR MORRISON
REAL ESTATE BROKER REFERRAL AGREEMENT

PROSPECTIVE BUYER'S NAME(S): ____________________
CURRENT ADDRESS: ____________________
PHONE: ____________________ **E-MAIL:** ____________________
COMMUNITY: Sol Y Mar **DIVISION:** Southern California

We welcome your participation in the presentation of our new Taylor Morrison homes! This is a single-Community registration and applies only to the Community referenced above in this Real Estate Broker Referral Agreement (the "**Broker Agreement**"). This is not a blanket registration and you must register your Prospective Buyer at the sales office for each Community that Prospective Buyer wishes to consider. All client and broker/agent information must be filled out and the Broker Agreement must be fully executed by all parties for this to be valid. This Broker Agreement may be revised or revoked by Taylor Morrison at any time.

If your properly registered client ("**Prospective Buyer**") purchases and closes on a new home pursuant to the terms and conditions of this Broker Agreement, we will be pleased to honor, protect and promptly pay the following commission to Broker at Closing:

1. **Commission**. 2½% of Purchase Price of the home, as reflected in the paragraph of the Purchase Agreement entitled "Purchase Price" as of the Purchase Agreement Date ("**Commission**"). Additional limited time incentives/bonuses, if any, will be as separately set forth in a Broker Bonus Program Addendum to this Broker Agreement. Complete details available based on satisfaction of pre-requisite eligibility criteria. All paperwork incidental to the sale of our home will be prepared for your Prospective Buyer and our office will handle all the necessary details to complete the transaction.

2. **To Register**. To register:
(a) Prospective Buyer must **not** have been previously registered as a prospect by a Community Sales Manager/Internet Home Consultant for this Community; and
(b) Broker/Agent must introduce the Prospective Buyer to Taylor Morrison as indicated by one of the following:
(1) Broker/Agent **must** accompany Prospective Buyer in person to the above-referenced Community Sales Office and register on their **first** visit; OR
(2) Broker/Agent **must** register the Prospective Buyer by calling the Community directly in advance of the first visit and the Prospective Buyer indicates on their registration form that they are working with a Broker/Agent and provides the name and office information for the Broker/Agent, OR
(3) At Prospective Buyer's first visit to the Community, Prospective Buyer **must** indicate on their registration form that they are working with a Broker/Agent and provide the name and contact information for the agent.
(c) Broker/Agent must actively represent the Prospective Buyer through the execution of the purchase agreement.

In all instances, if the Broker/Agent is not present on the Prospective Buyer's first visit to the Community, then Broker/Agent must provide an executed copy of this Broker Agreement and 1 original business card no later than 48 hours after the Prospective Buyer's first visit to the Community but prior to the Buyer's execution of a purchase agreement for a home within the Community.

3. **Non-Valid Registration**. Registration is **not** valid if: (a) Prospective Buyer has visited the Community's Sales Office prior to Prospective Buyer's designation of Broker/Agent on a registration form; (b) Prospective Buyer is or was already registered with a prior broker at the Community (whether such Broker registration has expired or not); (c) Prospective Buyer was already registered without a registered broker through a Community Sales Manager/Internet Home Consultant pursuant to an unaccompanied in-person visit, an on-line inquiry or a phone inquiry; or (d) Broker/Agent has not returned an executed copy of this Broker Agreement within the time frame set forth in Section 2 above.

4. **Term**. Registration is effective for 60 days from the date of registration ("**Initial Term**"). Upon automatic expiration of the Initial Term, if Prospective Buyer has not entered into a purchase agreement, Broker/Agent **must** re-qualify by signing a new Broker Agreement which must be fully executed by Taylor Morrison in order for Broker/Agent to be eligible for the Commission. If a Prospective Buyer registers a broker and the Initial Term has expired without timely renewal prior to

purchase agreement execution, in no event may an alternative Broker be registered for purposes of eligibility for the Commission or for the transaction (**"New Broker"**). In such event, no Commission shall be paid to either the original Broker or New Broker. Further, no broker may be added or modified on any purchase agreement once executed by Prospective Buyer. If a purchase agreement is executed during a valid Initial or Renewal Term, the original registered Broker shall be paid at Closing. Commissions do not affect Prospective Buyer's Purchase Price and/or any applicable sales incentives. All state and federal laws relating to commissions shall apply.

5. **Qualifications**. To qualify for the Commission, Broker/Agent must each be employed as an in-state licensed Real Estate Agent and/or Broker with an active brokerage. This Broker Agreement is not valid with out-of-state licensees. No split commissions will be paid. This Broker Agreement is irrevocable and if Prospective Buyer changes its Broker, then any commission due Prospective Buyer's New Broker shall be Prospective Buyer's sole responsibility. In the event of conflict regarding the party entitled to the Commission, the terms of this Broker Agreement shall prevail.

By signing below, Broker or Agent on behalf of Broker represents that all agency disclosures required by state and/or federal law to Prospective Buyer, including, but not limited to, the fact that Taylor Morrison is the exclusive representative for the sale of new homes in the Community, have been made. Broker/Agent has no authority to make any representation (in any media) or execute any agreement for or on behalf of the Taylor Morrison selling entity listed below.

Please indicate your acceptance of the above terms by signing in the space below. Broker's Business Card MUST be attached to this Broker Agreement.

BROKER (or AGENT on behalf of Broker):

By: ______________________________ Date: ____________________ **("Registration Date")**

Agent License No.: ______________________ Brokerage License No.: ______________________

E-Mail: ____________________ Phone: ____________________ Fax: ____________________

Brokerage Name and Address: ____

Prospective Buyer's Signatures certify that the above individual(s) is/are aware of this Registration

______________________________ / ______________________________

Prospective Buyer's Signature **Prospective Buyer's Signature**

SELLER: Taylor Morrison of California, LLC, a California limited liability company

COMMUNITY SALES MANAGER: *(include Agent's license/brokerage #, as applicable)*

By: ______________________________ Date: ____________________

Printed Name: ______________________________

Lic. No.:

(as applicable) ______________________________

Taylor Morrison Services, Inc., DRE Corporate Lic. #00968975