

## **Broker/Broker Representative Guidelines**

At American West (“Company”, “we”, “Builder”), we value our relationships with Brokers and/or Broker Representatives. With that in mind, we are taking great care to provide you with the necessary guidelines to establish a clear understanding of what’s required to help you take advantage of our compensation.

1. The Broker and/or Broker Representative must be a duly licensed real estate professional under the laws of the State of Nevada and must be a member of the Greater Las Vegas Association of Realtors.
  - a. In order to receive compensation, the Broker and/or Broker Representative must physically accompany and personally register your Client (“Purchaser”, “Buyer”) in writing on their FIRST visit to the participating American West community of their choice. A Broker/Agent Co-Operation Guidelines Registration form must be filled out and signed. All parties signing this form acknowledge receipt of a copy of the form.
2. Upon completion and registration of the Broker/Agent Co-Operation Guidelines Registration form, you will be protected against a direct sale by Builder for thirty (30) days.
3. After thirty (30) days, the Broker and/or Broker Representative and Builder relationship must be re-established in writing by re-registering the Purchaser. If thirty (30) days expire, then the Purchaser shall be afforded the option to purchase without a Broker and/or Broker Representative.
4. Submission and acceptance of the Broker/Agent Co-Operation Guidelines Registration form may not establish a compensable Client registration if the Client being registered has previously visited an American West community. Before such status can be established, a review of the current records is required.
5. The Builder has a price policy that is constant whether a sale occurs through the Builder’s Sales Representative or the Broker and/or Broker Representative of the Purchaser.
6. In the event your Client’s accepted registration results in an executed Purchase Agreement, the licensed brokerage firm listed on the form received by the Builder, shall receive commission pursuant to what is stated on the Broker/Agent Co-Operation Guidelines Registration Form that the Broker and/or Broker Representative signed and shall be paid upon successful close of escrow.
7. This agreement to pay commission is solely between Seller and licensed Broker.
  - a. Per NRS 645.280, it is unlawful to pay commission to any person except through a licensed Broker.
  - b. The Broker Representative is not a party to this agreement and is not a third party beneficiary.
  - c. The licenses of both the Broker and Broker Representative must be active and in good standing.
8. Builder’s Sales Representatives are prepared and trained to:

- a. Show the Purchaser the product, answer all questions, and communicate directly with the Purchaser as necessary.
  - b. Write the Purchase Agreement on Builder's forms, discuss and facilitate financial programs and commitments.
9. Builder's Sales Representatives are instructed to communicate only with the Purchaser of the property. The Broker and/or Broker Representative is solely responsible for maintaining any necessary contact with your Client, the Mortgage Company or Title Company. Broker and/or Broker Representative acknowledges and understands that Builder's Sales Representatives owe no duty of initiating communication with Broker and/or Broker Representative and that all communication from Builder's Sales Representatives will be done directly with Purchaser.
10. Any disputes arising among Broker and/or Broker Representative due to these guidelines shall be resolved by the Broker and/or Broker Representative involved.
  - a. Any disputes must be submitted in writing to Builder/Seller.
11. The Builder/Seller reserves the right to make changes/modifications at any time.

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