



# PATTERSON FARMS

BATES HOMES

## COOPERATING BROKER REGISTRATION FORM

Registration Date: \_\_\_\_\_

This Cooperating Broker Registration Form (this "Registration") hereby registers the Buyer(s) and Cooperating Broker acknowledged below at Patterson Farms in Kimberly, Idaho.

1. The Buyer and Cooperating Broker represent that this Registration is being provided in connection with (i) Buyer's first contact with Patterson Farms, whether by Buyer's initial first visit to the project, Buyer's first visit to a preview event, or Buyer's first telephonic, internet, or email communication with Patterson Farms' sales agent, or (ii) a renewal of a Registration provided in relation to a contact described in subsection (i), as required in Section 3 below.
2. Buyer and Cooperating Broker hereby confirm that they have entered into a written agreement regarding Cooperating Broker's representation of Buyer (the "Buyer's Broker Agreement"), and that the total compensation owed by Buyer to Cooperating Broker under the Buyer's Broker Agreement is as follows:  
\_\_\_\_\_.
3. This Registration expires 30 days after the Registration Date set forth above. After 30 days, Cooperating Broker and Buyer must re-establish this relationship in writing by executed a new Registration.
4. Cooperating Broker agrees to cooperate with Listing Agent in good faith and assist the registered Buyer during the purchase process.
5. Seller agrees to pay to Cooperating Broker at Closing a **cooperating broker fee equal to 2.5%** of the purchase price of the home, exclusive of certain potential increases in material costs, and excluding buyer's closing costs and options/upgrades (other than included options), in each instance as more particularly described in the purchase agreement for the home (such payment, a "Cooperating Broker Payment"). A Cooperating Broker Payment shall be deemed earned and payable only upon the closing of buyer's acquisition of the applicable home.
6. The Cooperating Broker Payment may not be assigned by the Cooperating Broker or Buyer to any other party (including, without limitation, Buyer).
7. Any dispute arising among Brokers/Agents due to these guidelines shall be resolved by the Brokers/Agents involved.

**By signing below, I, the Cooperating Broker, acknowledge I have read, understand and agree to perform my duties within this cooperative process. I hereby acknowledge a receipt of this document.**

COOPERATING BROKER:

Agent's Name: \_\_\_\_\_ Agent's Signature: \_\_\_\_\_

Date

Agent's Idaho License #: \_\_\_\_\_ Agent's Email: \_\_\_\_\_

Agent's Phone Number: \_\_\_\_\_ Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

In addition to the above, Buyer further expressly represents and warrants to Seller that:

- (1) Buyer has not engaged any broker or finder other than Cooperating Broker in connection with this transaction,
- (2) Buyer entered into a Buyer's Broker Agreement with Cooperating Broker prior to Buyer's first contact with the Seller or Seller's sales team, and the Buyer's Broker Agreement includes a specific disclosure of the amount or rate of compensation Cooperating Broker will receive as described in Section 2 above,
- (3) Buyer acknowledges that Buyer shall be solely responsible, at Buyer's sole cost and expense, for payment to Cooperating Broker for any compensation owed under the Buyer's Broker Agreement, including, without limitation, if additional compensation is due to Cooperating Broker for any compensation owed under Buyer's Broker Agreement in excess of the Cooperating Broker Payment, and
- (4) Buyer agrees to defend and hold Seller harmless from claims by Cooperating Broker or any other broker or finder inconsistent with the foregoing representations and warranties.

BUYER(S):

Buyer's Name: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

LISTING AGENT:

Agent's Name: \_\_\_\_\_ Agent's Signature: \_\_\_\_\_  
License # \_\_\_\_\_ Date: \_\_\_\_\_