



BUILDER-REALTOR® COOPERATION GUIDELINES

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Builders Association of the Twin Cities, Roseville, MN



1. The members of the Builders Association of the Twin Cities (BATC) and the Minnesota Association of REALTORS® (MAR) agree to the following guidelines in an effort to ensure successful working relationships in connection with the purchase and sale of new construction properties. It is important to identify whether and when potential buyers are under contract with a cooperating REALTOR® for agency representation or nonagency services. In order to determine how buyers come to the Builder, BATC and MAR members agree to use the registration process. Buyers will be registered on their first visit to the Model Home, Open House, Sales Center or Builder's office, or at the first meeting if at an alternate location. REALTORS® shall accompany the buyer on the first visit and register him/her with the Builder in person. If it is not possible for the REALTOR® to be present at the buyer's first visit, the REALTOR® shall make alternate arrangements acceptable to the Builder and the REALTOR® prior to the buyer's visit. BATC and MAR acknowledge that because of their unique nature, alternatives to the above-described registration process may be necessary during the Parade of Homes and Spring Preview events.
2. If the buyer is not accompanied by a REALTOR®, the Builder or Builder's sales representative or agent must inquire on the buyer's first visit if the buyer has an exclusive contract for representation or nonagency services with a real estate licensee, or whether the buyer has viewed the Builder's property previously with a real estate licensee.
3. It is the responsibility of the REALTOR® to ensure that their client(s) and customer(s) are registered with the Builder and to extend registration of buyers upon expiration of the registration period. If no Purchase Agreement is signed before expiration of a buyer's registration, the Buyer Registration Form & Commission Agreement shall be void unless extended.
4. A Buyer Registration Form & Commission Agreement may, at the Builder's option, be rejected if within the last sixty (60) days the buyer was registered with the Builder by another REALTOR®, or the buyer visited the Model Home, Open House, Sales Center or Builder's office on their own without notice from a REALTOR® or without prior alternate arrangements being made.
5. The cooperating REALTOR® may help and provide information and support to the Buyer throughout the process of design, financial arrangements, construction and pre-closing.
6. The cooperating REALTOR®'s commission will be as indicated on the Buyer Registration Form & Commission Agreement. The commission will be paid to the properly registered Broker upon successful closing. The commission check will be mailed to the Broker's office within three business days of the successful closing.
7. Any dispute arising from these guidelines shall be resolved by the Broker of the cooperating REALTOR® and the Builder's Broker involved and not by the agent(s), client(s) or customer(s). Any dispute over entitlement to the cooperating commission shall be resolved by submitting the dispute to an Arbitration Hearing Panel of the MAR to be decided using the current REALTOR® Guidelines for Procuring Cause. The existence and/or validity of any Buyer Registration Form & Commission Agreement shall be one factor to be considered by the Arbitration Hearing Panel, but shall not be the sole determining factor of entitlement to a commission or any portion thereof. Arbitration Hearing Panels that hear and determine disputes involving these Cooperation Guidelines shall include at least one BATC member and one or more REALTOR®s designated for purposes of commission dispute arbitrations as new construction specialists. All Arbitration Hearing Panel members must have completed the MAR training for arbitration of commission disputes.
8. The Builder agrees that the same price will be quoted to buyers whether a home is sold by the Builder or Broker during the term of the commission agreement and, with respect to the Broker's clients or customers, for a period of sixty (60) days thereafter.
9. The Builder's Sales Representative is trained to sell new construction and may:
 - * Show buyers the Builder's homes and lots, answer all questions, and communicate with the buyer's REALTOR®, but communication directly with the buyer shall involve the cooperating REALTOR® unless the buyer and REALTOR® request or agree otherwise.
 - * Request that the contract be written on the Builder's forms, prepare change orders, discuss and facilitate financial programs and commitments.

All parties are voluntarily signing this form and hereby acknowledge receipt of a copy of this document and agree to abide by its terms. Any exceptions must be made in writing and signed by the parties.



BUYER REGISTRATION FORM & COMMISSION AGREEMENT



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DATE : _____

BUYER(S): **NAME:** _____
ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP:** _____
OFFICE PHONE: _____ **HOME PHONE:** _____
FAX: _____ **ALT. PHONE:** _____

BROKER/AGENT: **NAME:** _____
REAL ESTATE CO.: _____
ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP:** _____
OFFICE PHONE: _____ **HOME PHONE:** _____
FAX: _____ **ALT. PHONE:** _____

LOCATION: Property or Subdivision covered by this Commission Agreement:
1. _____
2. _____

COMMISSION: The Real Estate Commission shall be _____% of _____

The REALTOR® warrants that the above named buyer is aware that the REALTOR® is registering him/her with the Builder whose name appears below and that all requirements regarding agency disclosures and representation or nonagency contracts between the REALTOR® and the buyer have been satisfied.

In the event there is a dispute over entitlement to the commission reflected above, the Builder and REALTOR® agree to submit the dispute for resolution to an Arbitration Hearing Panel of the MAR to be decided based upon current REALTOR® Procuring Cause Guidelines.

This registration will remain in effect for a period of sixty (60) days unless extended in writing by the cooperating REALTOR® for up to sixty (60) additional days. It is the responsibility of the cooperating REALTOR® to extend the registration. The Builder-REALTOR® Cooperation Guidelines endorsed by the BATC and the MAR shall apply.

By signing this form, the Builder or Builder's sales representative and the cooperating REALTOR®/Broker represent that they have reviewed the Builder-REALTOR® Cooperation Guidelines endorsed by the BATC and the MAR.

COOPERATING REALTOR®: _____
Signature

BUILDER: **COMPANY NAME:** _____
BUILDER'S LICENSE NO.: _____
OFFICE ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP:** _____
OFFICE PHONE: _____ **HOME PHONE:** _____
FAX: _____ **ALT. PHONE:** _____

BUILDER'S REPRESENTATIVE: _____
Signature