

## **BUILDER-REALTOR® COOPERATION GUIDELINES**

1. Endorsement. The members of the Housing and Building Association of Colorado Springs (CSHBA), the Home Builders Association of Teller County (TCHBA) and the Pikes Peak Association of REALTORS® (PPAR) have agreed to endorse the following guidelines and procedures in an effort to ensure successful working relationships in connection with the purchase and sale of new construction properties. A successful working relationship includes identifying whether and when potential buyers are under contract with a cooperating REALTOR® for agency representation or non-agency services. To determine how buyers come to a builder, CSHBA, TCHBA and PPAR members agree to use the following registration processes and guidelines.

2. Builder Participation. Any interested builder member of CSHBA or TCHBA may register for participation by completing a builder participation agreement and submitting the completed participation agreement to PPAR. The current builder participation agreement can be found by clicking on the Builder Participation link on the homepage of the PPAR web site at [www.pikespeakrsc.com](http://www.pikespeakrsc.com) and is attached to these Guidelines as Exhibit A. The builder's participation agreement shall be effective for one year from the date on the registration form.

3. Buyer Registration. The responsibility of each REALTOR® is to ensure that their client(s)/customer(s) buyer is properly registered with the builder on or before 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 or as otherwise established by builder pursuant to builder's registration form. Each REALTOR® also has the responsibility to properly extend registration of his/her buyers upon expiration of the registration period. Each registration of a buyer shall be effective for a minimum of sixty (60) days from the date of the registration form and may be effective longer if permitted by builder and set forth in the builder's participation agreement. If no purchase agreement is signed before expiration of a buyer's registration, the buyer registration shall be void unless extended.

The current form of registration is attached to these Guidelines as Exhibit B. REALTORS® shall accompany their buyer on his/her first visit and register him/her with the builder in person. If the REALTOR® cannot be present at the buyer's first visit, and the registered builder permits other methods of registration, the REALTOR® may register the buyer using another permitted method prior to the buyer's first visit. The registered builder and PPAR members may mutually agree on alternative buyer registration methods for special events or promotions, such as a Parade of Homes; however, any mutually agreeable alternative(s) shall be in writing and signed by both the REALTOR® member and the registered builder.

4. Additional Guidelines.

a. Inquiry by Builder. 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 non-agency services with a real estate licensee, or whether the buyer has viewed the builder's property previously with a real estate licensee.

b. Overlapping Registration. A buyer registration 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 prior notice from a REALTOR® or without prior registration as permitted pursuant to the builder's registration form with PPAR.

c. Buyer assistance. The cooperating REALTOR® may help and provide information and support to the buyer throughout the process of design, financial arrangements, construction and pre-closing.

5. Commissions. The cooperating REALTOR'S® commission will be as indicated in the buyer registration form. The commission will be paid to the properly registered broker upon successful closing. The commission check will be delivered to the broker's office the day of closing or hand delivered to the broker or broker's representative at closing and in no event delivered, whether mailed or hand delivered, later than three (3) business days after the successful closing.

6. Price Quotes. Each participating 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 any registration and, with respect to the broker's client(s)/customer(s), for a period of sixty (60) days thereafter.

7. Dispute Resolution. Any dispute arising from these guidelines shall be resolved by the broker of the cooperating REALTOR® and the REALTOR® representing the builder or if the builder is not represented by a REALTOR® by the builder involved and not by any other agent(s), client(s) or customer(s). Any dispute over entitlement to the cooperating commission shall be resolved by submitting the dispute to the PPAR Arbitration Hearing Panel, which will decide using the current REALTOR® Guidelines for Procuring Cause, the applicable rules and regulations governing PPAR arbitration and consistent with the Colorado Uniform Arbitration Act, all as amended from time to time. The existence and/or validity of any buyer registration 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 Guidelines shall include at least one individual who is both a REALTOR® member of PPAR and a member of CSHBA or TCHBA designated for purposes of commission dispute arbitrations. All Arbitration Hearing Panel members must have completed training for arbitration of commission disputes as required by PPAR from time to time.

8. Builder's Sales Representative(s). The builder's sales representative(s) is/are trained to sell new construction and may: (i) 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; and (ii) request that the contract be written on the builder's forms, prepare change orders, discuss and facilitate financial programs and commitments.

*Any member of CSHBA and TCHBA who registers to participate in this Builder-REALTOR® program and any PPAR member who registers a buyer, client or customer with a registered builder thereby voluntarily agrees to abide by the terms of these Guidelines and acknowledges receipt of a copy of this document. Any exceptions must be made in writing and signed by the parties.*

EXHIBIT A  
**BUILDER PARTICIPATION AGREEMENT**

BUILDER-REALTOR® COOPERATION PROGRAM  
*Builders and REALTORS® working together*

1. The REALTOR® may register their potential customer/client with the builder as follows:
  - a. The REALTOR® shall accompany the buyer on the first visit to the builder's model home, open house, sales center or builder's office or at the first meeting if at an alternate location and register the buyer at that time;  
  
*or the REALTOR® may register his/her customer/client by any method checked below:*
  - b.  By email (sent to the email address below) before or during the first visit or within \_\_\_ calendar days after the first visit (Optional);
  - c.  By facsimile (transmitted to the number below) before or during the first visit or within \_\_\_ calendar days after the first visit (Optional);
  - d.  By mail (sent to the address below) and received before or during the first visit or within \_\_\_ calendar days after the first visit (Optional);
  - e.  By \_\_\_\_\_ [insert registration method] during the following special event \_\_\_\_\_ [insert name of event] which occurs \_\_\_\_\_ [insert dates] (Optional); or
  - f. By any other method agreed to in writing by both the registered builder and the REALTOR®.
  
2. This builder participation agreement is valid for one (1) year from the date of the builder's signature below. This agreement will automatically renew for additional one (1) year terms unless or until builder cancels this agreement by providing ninety (90) days prior written notice to PPAR. Builder may terminate this agreement for any or no reason upon providing such notice. PPAR may terminate this agreement by providing ninety (90) days prior written notice or immediately if PPAR can no longer provide arbitration services as set forth in the program guidelines. This agreement will be deemed to have been received and effective upon the date of actual delivery if personally delivered or, in the case of mailing, two (2) days after deposit in the mail, or in the case of facsimile or e-mail upon confirmation of transmission by the receiving parties equipment.
  
3. This participation agreement is valid for:
  - a.  Only the Builder's properties located in the following counties: \_\_\_\_\_; or
  - b.  Only the Builder's properties at the following location/community/subdivision:  
\_\_\_\_\_  
\_\_\_\_\_.
  
4. The real estate commission payable to cooperating Broker/Agent shall be (check one):  \_\_\_ % of the initial contract price;  \_\_\_ % of the base price of home (exclusive of change orders);  \_\_\_ % of the final closing price;  \$ \_\_\_\_\_.

5. A REALTOR® may register his/her customer/client for up to \_\_\_ days (must be at least 60 days but can be a longer period of time).

By signing this registration form builder hereby acknowledges receipt of a copy of the Builder-REALTOR® COOPERATION GUIDELINES and agrees to abide by its terms.

Builder: \_\_\_\_\_  
*(Print)*

By: \_\_\_\_\_  
*(Signature)*

Title: \_\_\_\_\_

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

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Builder's Sales Rep: \_\_\_\_\_  
*(Print Name)*

Selling Broker: \_\_\_\_\_  
*(Print Name)*

EXHIBIT B  
**BUYER REGISTRATION FORM & COMMISSION AGREEMENT**

DATE: \_\_\_\_\_

BUYER(S): NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
OFFICE PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_ ALT. PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

BROKER/AGENT: NAME: \_\_\_\_\_  
REAL ESTATE CO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
OFFICE PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_ ALT. PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**BROKER/AGENT REPRESENTATION:**

- a. Transaction Broker: \_\_\_\_\_
- b. Buyer's Agent: \_\_\_\_\_

LOCATION: Property or Subdivision covered by this Agreement:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**COMMISSION:** The real estate commission payable to cooperating Broker/Agent shall be \_\_\_% of the:  initial contract price;  base price of home (exclusive of change orders);  final closing price;  \$\_\_\_\_\_. (check one) .....

The undersigned Broker/Agent confirms that the above named buyer(s) is aware that the Broker/Agent is registering him/her with the builder whose name appears below and that all requirements regarding agency disclosures and representation or non-agency contracts between the Broker/Agent and the buyer(s) have been satisfied.

In the event there is a dispute over entitlement to the commission reflected above, the Builder and Broker/Agent agree to submit the dispute for resolution to an Arbitration Hearing Panel of the Pikes Peak Association of REALTORS® to be decided based upon current REALTOR® procuring cause guidelines and applicable laws and rules and regulations of the Association and the Pikes Peak REALTOR® Services Corp.

This registration will remain in effect for a period of sixty (60) calendar days or if the Builder allows more for a period of \_\_\_\_\_ days from the date set forth above unless extended in writing by the cooperating Broker/Agent for up to sixty (60) additional days by cooperating Broker/Agent re-registering the buyer(s) with the Builder. The first re-registration does not require builder consent. It is the responsibility of the cooperating Broker/Agent to extend the registration. The "Builder-REALTOR® Cooperation Guidelines" endorsed by the CSHBA, TCHBA and the PPAR shall apply.

By signing this form, the Builder and the cooperating Broker/Agent represent that they have reviewed the Builder-REALTOR® Cooperation Guidelines endorsed by the CSHBA, TCHBA and the PPAR and agree to be bound by their terms.

Cooperating BROKER/AGENT: \_\_\_\_\_  
(Signature)

BUILDER: COMPANY NAME: \_\_\_\_\_  
BUILDER'S LICENSE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
OFFICE PHONE: \_\_\_\_\_ ALT. PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_ ALT. PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

Builder's Representative: \_\_\_\_\_  
Signature

BUILDER MUST PROVIDE A SIGNED COPY OF THIS REGISTRATION FORM AND COMMISSION AGREEMENT TO BROKER WITHIN SEVEN (7) DAYS OF SUBMISSION BY BROKER.

*Thank you for showing the buyers a new construction home, and for bringing them to this Builder's home. This Builder is a member of either the Housing and Building Association of Colorado Springs (CSHBA) or the Teller County Home Builders Association (TCHBA) and actively supports and appreciates the cooperation of the brokers and agents of the real estate community.*

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