

MAXWELL DEVELOPMENT, INC.
Realtor Registration Form

Date: _____
Project(s): _____
Buyer Name(s): _____
Realtor Name: _____
Employing Agency Name: _____
Office Address: _____

Telephone: _____ Mobile: _____ Fax: _____

This form verifies that I have visited the above-listed projects with my client(s) and have shown them the lots on the site. I recognize that Maxwell Development will pay me a commission should my client purchase within sixty (60) days of the signing of this agreement.

Signed: _____
Print Name: _____

- All earnest deposits will be held by Maxwell.
- This registration protects the agent for sixty (60) days. Upon expiration, agent must re-register the client and must repeat the process of showing the property with Maxwell.
- Maxwell sales and closing procedures will be followed throughout the process.
- Closing costs will be negotiated between Maxwell Development and Buyer or Agent.
- Buyer is responsible for obtaining financing.
- Maxwell will not pay for unapproved title, inspection or survey work ordered by Broker or Broker's Agent.
- This registration is null, void and non-binding on Maxwell if the client registered is proven to have worked directly with Maxwell in the previous 12 month period.
- Maxwell is not responsible for commission disputes between agents or Brokers.

For Maxwell Development

Commission Rate Agreed Upon 3%

Signed: _____ Date: _____

Maxwell Development, Inc.
440 Nowlin Avenue
Greendale, IN 47025
T. 812.537.2200
F. 812.537.2388
M.513.404.4121
www.MaxwellCommunities.com

**INFORMATION MUST BE COMPLETED IN ITS
ENTIRETY FOR THIS REGISTRATION TO BE VALID**

Provided the client/customer (herein after referred to as "Customer") referenced above executes a binding purchase agreement with Maxwell within thirty days following the date the customer visits our Community for the first time and the customer was not previously registered by another Broker and did not previously come to our community without a Broker, Maxwell Development, Inc. ("Maxwell") herein agrees to pay to the above-referenced broker/Realtor ("Broker") a real estate brokerage fee in the amount of three percent of the base price of the lot (the "Commission") to be paid as follows: one hundred percent of the commission upon a CLOSING. The Broker, or their authorized representative, acknowledges that in the event the Customer does not close title and consummate the purchase of a Lot owned by Maxwell, for any reason whatsoever, no Commission is earned or will be paid to Broker, its Associate or anyone claiming through them, and any commission advanced will be reimbursed to Maxwell upon demand.

Brokers with a Prospective Customer duly registered on this form will be entitled to the Commission as provided herein for such sales of Maxwell's property signed within the Registration Period, subject to the following terms and conditions:

1. In the event that Broker or its Associate properly registers with Maxwell a Prospective Customer and the Prospective Customer returns within the Registration Period unaccompanied by the Broker or its Associate and executes a purchase agreement with Builder on the purchase agreement form and related attachments as provided and approved by Maxwell, the Broker or Associate will be deemed to be the procuring broker entitled to receive any Commission which becomes payable.
2. In the event that more than one broker or associate properly registers with Maxwell the same Prospective Customer and that Prospective Customer returns within the Registration Period unaccompanied by any broker or associate and executes a purchase agreement, the broker with the earliest registration date, provided that the sale is within the Registration Period, will be deemed conclusively to be the procuring Broker entitled to receive any Commission which becomes payable.
3. In any of these events, Maxwell shall only be obligated to pay one Commission on any qualifying sale and shall have no obligation or liability to pay any Commission to any other broker or associate.
4. The registering Broker or Associate each agree that Maxwell and its representatives shall have the right to conduct direct follow-up communications and correspondence with the registered Prospective Customer.
5. The Broker or Associate discloses that it is acting in the capacity of either Buyer's Single Agent or Transactional Broker.
6. The Broker or Associate herein warrant and represent that they are presently licensed to operate as a Broker or Sales Associate in the State of Indiana, by the governing regulatory board. Time is of the essence of this Agreement.