

Realtor / Broker Policies

03/29/2024

GENERAL POLICY: Our Realtor/Broker commission is a referral fee rewarded for serving as the procuring cause of the sale. Similar to industry standards, we maintain a stringent policy outlining the timeline and criteria for establishing Client/Buyer representation. For detailed information, please refer to our comprehensive *Brokerage Cooperation Terms and Conditions* provided below.

MARKETING POLICY: At RJ Wachsman Homes, we recognize the importance of brokers' marketing efforts in effectively selling real estate. While we fully support brokers in promoting existing homes within our neighborhoods, it's essential to note that we retain exclusive rights to all textual content, images, and videos present on our website and other marketing materials created by RJ Wachsman Homes. Any utilization of these marketing assets necessitates explicit approval from RJ Wachsman Homes.

BROKERAGE COOPERATION TERMS AND CONDITIONS:

RJ Wachsman Homes has a long history of supporting local real estate professionals. For over four decades, we have eagerly worked with local real estate agents – assisting their clients move into new homes, all while compensating our Realtor and Broker partners.

Our extensive experience has enabled us to establish and rigorously enforce the following policies governing our relationships with Realtors and Brokers. It is a requirement for Realtors and Brokers to accompany their Buyers on the initial visit to our office(s), model homes, or any property showing. In cases where physical presence is not feasible, Realtors, Brokers, or their Buyers must promptly disclose the Realtor/Broker relationship in their initial contact with RJ Wachsman Homes.

It is the responsibility of Realtors and Brokers to inform their Buyers of this policy and maintain regular communication with their clients.

When clients are not represented by a Realtor or Broker, they may request a reduction in our sales price. We hold a profound respect for our Realtor community partners, and therefore, we do not adjust our sales pricing based on non-representation.

In order to enhance our service to Realtors, we have implemented a registration process aimed at facilitating Buyer representation in our sales transactions. It's important to note that Realtors/Brokers are eligible to receive commissions on the sale of a new home only when Buyers are registered with our offices. The registration process is conveniently located at the end of this document (or on our webpage), allowing for easy online submission or email communication of the required information.

When completing the representation form, you affirm that you have obtained the necessary authorization from your Buyer to provide RJ Wachsman Homes with their contact information, and you hold a signed Buyer's Agency Agreement with the respective individual or family.

Client registrations submitted after the Buyer's initial contact with RJ Wachsman Homes will not be considered valid unless your Buyer explicitly indicates from the outset that they are being represented by you.

If your Buyer initially registered with RJ Wachsman Homes as an unrepresented Buyer through the internet, phone, public event, or model home, you will not be eligible to receive any compensation.

If your Buyer initiates our process after the initial 60-day registration period, and you have not renewed their registration, you will not be eligible to receive any compensation.

While Realtor/Brokers are encouraged to accompany their Buyers, once you have a confirmed registration, your presence at future meetings with our Sales Team is no longer mandatory. With a confirmed client registration, your commission is secured.

In the event of a dispute between a Realtor or Broker and RJ Wachsman Homes, resolution will be determined at our sole discretion before any commission(s) are disbursed.

In cases of disputes involving two or more Realtors/Brokers representing the same client, RJ Wachsman Homes will only acknowledge the first Realtor/Broker to successfully register (or re-register) Buyers during the relevant period, provided they can furnish a valid Buyer Agency Agreement.

To prevent any potential misunderstandings and ensure that we can confidently guarantee commissions to Realtor/Brokers who are the procuring cause of a sale, please adhere to the requirements outlined both above and below.

Brokerage Cooperation Terms and Conditions:

1. Broker cooperation shall be applicable only for RJ Wachsman Homes communities in which RJ Wachsman Homes specifically advertises the availability of broker cooperation.
2. Broker cooperation may not be offered for all residences in a community.
3. Broker cooperation amounts and terms may vary from one community to another and from one residence to another.
4. RJ Wachsman Homes is not obliged to offer broker cooperation, and if offered, the amount and terms of broker cooperation shall be determined by RJ Wachsman Homes at its sole discretion.
5. RJ Wachsman Homes reserves the right to withdraw an offer of broker cooperation or change the terms of such offer, including the residences covered by the offer, at any time and without notice.
6. If offered, broker cooperation is extended exclusively to licensed Texas Real Estate Brokers.
7. Home purchasers who are licensed Texas real estate brokers or salespersons are not entitled to broker cooperation.
8. The broker must accompany the purchaser at the purchaser's first visit to the community, preview event, or information seminar.
9. At the first visit, the broker and purchaser must execute and deliver all broker cooperation documents and materials required by RJ Wachsman Homes.
10. The Co-op Documents apply only to the community and residence described in the Co-op Documents and not to any other community or residence.
11. The Co-op Documents may not be assigned by the broker or purchaser.
12. The Realtor/Broker cooperation fee is payable only if the purchaser successfully closes escrow for the residence specified in the Co-op Documents. If escrow does not close for any reason, including the fault of the seller, no broker cooperation amount will be paid.
13. RJ Wachsman Homes is not obligated to provide the cooperating broker with notices or other information regarding the purchase of a home by the purchaser.
14. The broker and any salesperson representing the purchaser under the Broker must have a valid Texas real estate broker/salesperson license at the time of execution of the Co-op Documents and the close of escrow for the purchaser's purchase of the residence described in the Co-op Documents.
15. If your client has registered with another broker or has communicated directly with the RJ Wachsman Homes sales team before registration, no commission will be paid by the builder.

16. The buyer may seek representation at the buyer's expense.
17. The homebuilder will pay a commission, as per the terms of the Purchase Agreement, following the close of escrow.
18. To qualify for sales commission, complete a registration form.
19. The commission is based on 3.00% of the base price of the home.

Please Note: Brokerage Cooperation Terms and Conditions are subject to change without prior notice. In case of any conflict between the terms and conditions outlined here and those specified in the Broker Cooperation Agreement, the terms of the Broker Cooperation Agreement shall take precedence.

Policies Regarding Unrepresented Buyer or Late-Registration of Buyer/Client:

Late-Registration of a Buyer/Client occurs when a client has initiated contact with RJ Wachsman Homes independently, without a Realtor/Broker acting on behalf of the Buyer/Client. In such cases, the Buyer/Client registers directly with RJ Wachsman Homes as an unrepresented Buyer/Client. This situation arises when the client becomes aware of RJ Wachsman Homes through their own efforts, without Realtor involvement. Realtors can only be recognized as the procuring cause of the sale when they are the first to introduce the client to our company.

To elaborate, an unrepresented client is defined as a Client/Buyer who initiates contact with RJ Wachsman Homes through various means, such as phone, internet, email, text, or in-person, without officially designating a Realtor/Broker as their representation.

In cases of late-registration, the determination of Realtor/Broker commission will be solely and independently made by RJ Wachsman Homes. If it is established that the Realtor/Broker did not serve as the procuring cause of the sale (e.g., by promoting our homes, suggesting our products, or introducing a client to our work), no commission will be paid. If it is determined that the Realtor/Broker did contribute to guiding the client to our work and acted as a procuring cause, then, at the sole discretion of RJ Wachsman Homes, a commission will be paid.

Realtors and Brokers who wish to avoid commission downgrading are encouraged to actively promote our products and promptly register their clients with us. **For guidance on handling client registration, please refer to this document.**

Buyer / Client Registration Form

Please note: Buyers must be registered with our offices for Realtors/Brokers to receive commission on the sale of a new home. To register your client/buyer, please use this form and submit this information to our offices. It is also acceptable to provide all the information shown below in an email sent to Contact@RJWachsmanHomes.com;

Brokerage Office: _____

Agent Name: _____

Date of Registration: _____

Client Name: _____

Client Email: _____

Client Phone Number: _____

Client Details: _____

*Please include as many details as possible, to help us facilitate the sales process for you (the Agent/Broker) and your clients. Information submitted will not be used to solicit the buyer in any way and will be used for the sole purpose of helping Agents secure a transaction with our company for one of our home products.

In submitting this form, I acknowledge that I have a signed Buyer's Agency / Representation Agreement between the Buyer and myself (Agent) or my Brokerage firm.