



## **Client Registration and Commission Policy Agreement**

Thank you for referring your client to City Creek Living, LLC ("CCL"). CCL is proud to participate with the Utah brokerage community in offering a buyer agency commission ("BAC") to Utah brokerages and their agents who represent buyers of any of CCL's residential properties within the development known as the "City Creek" project in downtown Salt Lake City. Payment of a BAC to you or any brokerage is conditioned upon the following:

1. If you formally register your client's name with City Creek Living, and your client subsequently purchases a condominium residence you will be entitled to receive a BAC so long as your client has neither (i) previously registered in writing with CCL, nor (ii) previously requested to be placed on any interest, contact, or priority list of CCL relating to residential properties in the City Creek project.
2. Provided all other criteria and requirements described herein are met, your written registration as agent for any buyer establishes you as a buyer's agent with your BAC (in the amount set forth below) to be paid by CCL.
3. Your agency of any buyer will only be honored if at least one of the following requirements is satisfied:
  - a. You must personally accompany your new, potential buyer on their FIRST visit to CCL's Sales Presentation Center and you must register them in writing as your client on that visit;
  - b. You must call ahead of your new, potential buyer's FIRST visit to CCL's Sales Presentation Center and register them in writing as your client; or
  - c. Your new, potential buyer must register you in writing as their agent on their FIRST visit to CCL's Sales Presentation Center.
4. Your potential buyer must sign and deliver to CCL a binding purchase agreement to purchase a residential condominium, along with all applicable earnest money, on the later to occur of (i) ninety (90) days after the date of your written registration with CCL as buyer's agent, or (i) five (5) days after CCL's form purchase agreement is presented to buyer for execution.

5. No commission shall be paid, and no money shall be due and payable to any buyer agent, if the subject transaction fails to close, for whatever reason. All non-refundable earnest money retained shall be retained by CCL only.
6. Any BAC paid will be subject to one of the following (check the box that applies, if no box is checked, no commission will be due at any time to you from CCL):
  - As evidenced by your signature on the following page you certify, represent, and warrant that now, and at the time of any closing of any transaction for which you are to be paid a BAC, you are, and will continue to be, duly and properly licensed and in good standing in the State of Utah. Provided the buyer for whom you are properly registered as an agent purchases a residential condominium unit from CCL, then at the closing by your buyer, your brokerage shall be eligible to receive a commission equal to 3% of the Purchase Price (defined below) of the residential condominium unit sold to your buyer,. For purposes of this Agreement, the "*Purchase Price*" is the amount specified in the written purchase agreement for the base price of the Unit (but not including (1) the cost of any licenses for parking spaces paid by the buyer, or (2) the cost of any additions, options or upgrades or the cost of furnishings or other personal property), less any and all credits, allowances or discounts. The commission for each residential condominium unit shall be due and payable to your broker.
  - As evidenced by your signature on the following page you certify, represent, and warrant that now, and at the time of any closing of any transaction for which you are to be paid a BAC, you and your brokerage are duly and properly licensed and in good standing in the state in which your brokerage is physically located (but not in Utah), and provided (i) you deliver written proof to CCL that your receipt of any fee or payment for any referral is not contrary to applicable laws in your respective jurisdiction or in the State of Utah, and (ii) the buyer for whom you are properly registered as an agent purchases a residential condominium unit, then your brokerage, in lieu of (and not in addition to) a BAC as described above, shall be eligible to receive a referral fee equal to 0.25% of the Purchase Price. The referral fee for each Unit shall be due and payable to your broker within 30 days of closing of the purchase and sale transaction.

[ADDITIONAL INFORMATION AND SIGNATURES ON THE FOLLOWING PAGE]

**INFORMATION AND SIGNATURE PAGE FOR  
CLIENT REGISTRATION AND COMMISSION POLICY AGREEMENT**

The following information must be completely filled in or no commission or fee of any kind shall be due from CCL to you.

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

BUYER(S) NAME(S): \_\_\_\_\_

BUYER(S) ADDRESS(ES): \_\_\_\_\_

BUYER(S) TELEPHONE(S): \_\_\_\_\_

BROKERAGE: \_\_\_\_\_

BROKERAGE ADDRESS: \_\_\_\_\_

PRINCIPAL BROKER: \_\_\_\_\_

BUYER'S AGENT: \_\_\_\_\_

BUYER'S AGENT TELEPHONE: \_\_\_\_\_

**SIGNATURE OF BUYER:**

If an individual(s):

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

If other than an individual:

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SIGNATURE OF BUYER'S AGENT:**

\_\_\_\_\_

Name: \_\_\_\_\_

**SIGNATURE OF BUYER'S  
AGENT BROKERAGE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SIGNATURE OF CCL:**

CITY CREEK LIVING, LLC,  
a Utah limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_