

# ❤️'s Our Realtors!



## About the Change as a Result of the NAR Settlement

We value our Realtor partners and will continue to cooperate with the brokerage community. At ICI Homes, the only part of our cooperating broker policy that has changed as a result of the NAR Settlement is that your customer will be asked to confirm whether they do or do not have a Buyer Broker Agreement with their Broker/Agent at the initial in-person visit.

All other requirements to properly register your prospect remain exactly the same. In addition to paying promotional incentives from time to time, ICI Homes will continue to pay up to 3% of the original purchase price adjusted for published exclusions just as we have previously done. Please see our terms and conditions for any additional questions.

## Doing Business with ICI Homes is as Easy as 1-2-3

### 1. You're Paid Quickly.

*We pay 100% of our published compensation within 21 days of slab pour.*

### 2. You're Protected.

*Simply register your buyer and we do the work.*

### 3. You're Informed.

*We keep in touch with you every step of the way.*

## Top 5 Questions about ICI Homes Broker/Agent Participation Program

- 1. How am I paid?** If you properly register your prospect, your compensation will be paid within three weeks of slab pour on a new build, or at closing on an inventory home that is past slab.
- 2. How do I register my prospect?** Accompany your prospect to initial visit in person and have your customer confirm whether or not they have a Buyer/Broker agreement with you. If we don't already know you are working with your customer and they come to our sales office without you, we will not be able to register you after the fact.
- 3. What documentation do I have to protect myself?** We will electronically send you a Registration Agreement, effective the day of your prospect's initial visit. You need to review and "accept" it within 7 days. If you fail to accept the Agreement within 7 days of initial visit, the Agreement and the protection it provides are programmatically voided and deemed invalid as of the 8th day.
- 4. How long am I protected?** You'll be protected for 60 days starting on the initial visit date. You can request an extension at any time during the last 30 days of your active protection.
- 5. What if I can't make the initial visit?** You can pre-register your prospect by phone or in person by supplying prospect's name, contact information, and visit date & time. As long as you come by the sales office in person before, during or no later than one calendar day after your prospect's initial visit, you will be protected.



**SCAN ME!**

## **WEPAYATSLAB**

Just scan the QR code with your smartphone and you're transported to the ICI Digital Access Sales Hub to sign up! Or go online to <https://WePayatSlab.com> to sign up!

**Please remember you must be present at initial visit with your prospect in order to protect your compensation. (See Terms & Conditions on back)**

# ICI Homes Broker/Agent Participation Program

## Terms and Conditions:

**1. Participation Eligibility:** Any Broker and/or Agent may participate if they have an active FL real estate license at the time of registration of the prospect and at the time compensation is due (except Agents of ICI Select Realty, Inc.)

**2. Registration:** Broker/Agent must physically accompany/register the prospect at the initial visit in order to duly register the prospect and receive protection in the event of a future sale. If the Broker/Agent cannot accompany the prospect to initial visit, Broker/Agent must visit or call the sales office prior to the initial visit and pre-register the prospect (see paragraph 4). Broker/Agent must visit the sales office in person either before, during or no later than one calendar day after the visit to finalize the registration and be eligible to receive compensation. Your prospect will be asked to confirm whether they do or do not have a Buyer/Brokerage agreement with you and our records will be so noted.

**3. Self-Representation and Multiple Community Registration Requirements:** If Broker/Agent is registering themselves, Broker/Agent must disclose this at initial visit. Broker registration is NOT a blanket registration for all ICI communities and is only valid for the individual community that the prospect visits. Broker/Agent must individually and properly register themselves or their prospect in each individual community they visit to be protected in that community for participation in a future sale.

**4. Pre-Registration Option:** Phone-in or in-person pre-registration must include the prospect's name, phone number, date, and time of initial visit. However, pre-registration alone will NOT protect a Broker/Agent for compensation. Honoring the validity of Pre-Registration and Broker/Agent protection will occur ONLY after initial visit is complete and Broker/Agent has visited the sales office in person either before, during or no later than one calendar day after the initial visit.

**5. Protection Documentation:** Broker and/or Agent will be protected by this "registration" for a period of sixty (60) days from the date of visit/registration. Broker/Agent must receive, review, and click to accept the automated registration sent to their e-mail address on file within seven (7) calendar days to be protected. Broker/Agent may re-register prospect at any time during or after initial protection period by repeating the initial registration process, provided that the prospect has not affiliated with another Broker/Agent after initial protection period.

**6. Company Exclusivity:** In the event a prospect has already visited a sales center and has a validated initial visit in the ICI Homes CRM database, ICI Homes reserves the sole right to contract directly with the prospect for a period of 180 days, beginning on the initial visit date. After the 180-day time period has expired, Broker/Agent may complete an initial registration process as outlined

in paragraphs 1-4 and be protected for 60 days in the event of a future sale.

**7. Compensation Terms:** Proper registration assures that Broker will be entitled to receive up to a 3% of the initial contract price as compensation if prospect purchases a home from the onsite sales staff any time during the 60-day registration protection period. The initial contract price is net after discounts or promotions and excludes allowance line items, swimming pool, exterior water features, and design center option selections or change orders after the initial contract.

- a. If this registration results in a sale, it shall entitle the Broker to compensation as the procuring cause without cooperation or other fees to any other Broker. This registration shall supersede any previous Broker/Agent registration with the same prospect.
- b. ICI Homes will pay all compensation due to the brokerage firm whose name appears on this registration and subsequent contract. In the event an Agent terminates their employment with their Broker, the Agent will look solely to their Broker for compensation.
- c. All qualified compensation payments will be made to the registered Broker provided the following requirements are met:
  - i. Full execution of a purchase and sale or construction agreement
  - ii. Minimum company deposit requirements have been met
  - iii. All required deposits per the terms of the contract have been paid by the buyer
  - iv. Satisfaction of any / all contractual terms or contingencies that would prevent the start of construction
  - v. Slab is poured. Payment will be made within 21 business days of slab pour. If Broker/Agent is the prospect/buyer or if slab has been poured at the time contract is written, compensation will be paid at closing.

**8. Indemnification:** Broker and/or Agent agrees to indemnify and hold ICI Homes harmless from and against all claims, demands, damages, losses, costs, and expenses of whatever nature or kind, including reasonable attorney's fees and costs relating to or arising out of any claim against ICI Homes as a result of representation or other conduct by Broker and/or the Agent.

**9. Acknowledgement:** Broker and/or Agent acknowledge that the registration forms, sign-up sheets, advertising collateral or other incentives to prospective or actual customers are the trade secrets of ICI Homes.

**10. Oral Representations:** Oral representations cannot be relied upon, and this agreement sets forth the entire agreement between ICI Homes and Broker and/or Agent and shall not be altered, modified, or amended unless set forth in writing and signed by all parties.

**11. Disputes:** Any disputes or misunderstandings that arise will be settled at the complete and sole discretion of ICI Homes.