



Realtor-Builder ACCORD

Northeast Florida Builders Association
Northeast Florida Association of Realtors

Preamble

This Accord (Accord) is established for the mutual benefit of all subscribing members of NEFAR and NEFBA to promote high standards of conduct in new construction real estate transactions, and to further assure the public that they will receive the utmost integrity and responsibility when working with a Realtor and Builder participating under this Accord.

It is in the mutual interest of the Realtor and Builder to establish clear and unequivocal communication between them concerning the relationship existing between the Realtor and a Buyer.

It is in the mutual interest of the Realtor and Builder for the Realtor to have in-depth knowledge of the Builder's properties including special features, warranty programs, financing and any additional pertinent information that improves the marketability of the Builder's products and the Realtor's knowledge of the Builder's properties.

It is in the mutual interest of the Realtor and Builder that the Realtor timely provide Builder with a Prospective Buyer's feedback and reactions to the Builder's properties and any suggestions for improving the marketability of the Builder's properties.

It is in the mutual interest of Realtor and Builder that the Realtor and Builder mutually observe a relationship of respect and professionalism toward each other, and that a Prospective Buyer observes a relationship of mutual respect and professionalism with the Builder and Realtor in a new construction showing or transaction.

Article 1: Definitions

Builder: the Builder or Builder's representative.

Realtor: the Realtor and firm retained to represent the Buyer.

Buyer: a party, either Client or Customer, who is under contract to purchase real estate.

Client: a principal in the transaction, who has engaged the professional services and advice of a Realtor and whose interests are protected by the specific duties and loyalties imposed by applicable Florida Law and by the Realtor Code of Ethics.

Customer: a principal in the transaction who receives support services without an expressed agreement (written or oral) with a Realtor.

NEFAR: the Northeast Florida Association of Realtors.

NEFBA: the Northeast Florida Builders Association, Inc.
MLS or NEFMLS: the Northeast Florida Multiple Listing Service, Inc.

Member: Realtor member of NEFAR or Builder member of NEFBA.

Property: any residential property, including single-family, condominium or multi-family.

Prospective Buyer: a party, either Client or Customer, who is interested in purchasing real estate.

Realtor-Builder ACCORD Task Force: the joint task force comprised of NEFAR and NEFBA members, as appointed separately by the governing bodies of each organization.

Article 2: General Provisions

Section 1. This Accord shall be reviewed annually by the Realtor-Builder Accord Task Force to determine if it is current. Then the governing bodies of NEFAR and NEFBA shall review it annually and determine whether it should remain in place for the following calendar year or be terminated.

Section 2. This Accord shall personally bind only the members of NEFAR and NEFBA who subscribe to it in writing and who submit their signed copy to the Realtor-Builder Accord Task Force. Their personal subscription

shall remain in effect until the member revokes it in writing and communicates that revocation to the Realtor-Builder Accord Task Force or until one of the governing bodies of either NEFAR or NEFBA unilaterally terminates the Realtor-Builder Accord.

Section 3. The type of purchase and sale agreement to be used between a Builder and a Prospective Buyer shall be determined at the sole discretion of the Builder.

Section 4. If required by Florida Law, the Realtor agrees to provide Builder with any Brokerage Relationship disclosures upon introduction of a Prospective Buyer to the Builder or Builder's property.

Article 3: Showing and Registration

Section 1. Registration

All participating Builders agree to make every effort to have a written formal Realtor Registration Policy or Broker / Realtor Protection Agreement. This form may be a separate form from the Builder's Prospect Registration Form. A sample form is available in the Appendix to this Accord.

Areas of Coverage within the participating Builder's Realtor registration policy shall include:

- A. Registration procedures stating Builder's requirements of a REALTOR® to properly register their Prospective Buyer for protection of their brokerage fee.
- B. Length of protection for Realtor's registration of their Prospective Buyer.
- C. Procedures for a Realtor to re-register their Prospective Buyer if the current registration is time-sensitive or expiring.
- D. Description of Builder's conflict resolution procedure should another Realtor become involved or place claim on the same Prospective Buyer.
- E. Policy for determining the gross sales price and basis for computing and paying a brokerage fee.
- F. Policy regarding calculating and payment of brokerage fee for a construction perm financing loan if applicable.
- G. The authorized or acceptable Purchase and Sale Agreement(s) to be used; whether Builder requires use of their Builder's Purchase and Sale Agreement or whether Builder will allow the NEFAR, FAR or FAR / BAR Purchase and Sale Agreement to be used.
- H. Policy on the minimum required binder deposit(s) and timing for receipt of same, and where the Prospective Buyer's binder deposit is to be escrowed, if escrowed.
- I. A policy stating who writes the Purchase and Sale Agreement on behalf of the Prospective Buyer; either the Builder or the Realtor.

J. A policy for acceptance of contingent Purchase and Sale Agreements.

K. A policy stating by whom, where and how the closing(s) will be handled.

Section 2. Registration Information to be Provided

Upon registration of their Prospective Buyer with the Builder, the Realtor shall provide Builder with the Prospective Buyer's personal contact information, including but not limited to name, address, cell phone and e-mail address. Prior to entering into a Purchase and Sale Agreement with Builder, the Realtor shall provide the Builder with any and all information concerning any prior or current agreements between Realtor and Prospective Buyer concerning brokerage fees to be paid to Realtor by the Prospective Buyer, or of any prior or current agreements between the Realtor and Prospective Buyer concerning rebates presented or offered to be given by the Realtor to the Prospective Buyer prior to or upon closing of a successful transaction.

Section 3. Listing Homes for Sale in NEFMLS

Builder, if appropriately licensed as a real estate brokerage and able to meet all Broker/Brokerage requirements for participation in the NEFMLS, should list its entire inventory properties in the NEFMLS. When the participating Builder has listed all or part of its inventory properties with a Realtor member participating in this Accord, Builder shall instruct the Realtor to place listed Builder properties in the NEFMLS. Participating Builder and Realtor agree to keep all information current in NEFMLS.

A. Any Builder who chooses to become a party to this Accord, meeting all of the membership and licensing requirements for NEFMLS, shall, when possible, list their Builder inventory properties, either constructed or under construction, in NEFMLS. The Builder is encouraged to list an estimated completion date for the home.

B. Builders who are qualified to participate in the NEFMLS, should include in the NEFMLS all pertinent information on each listing pertaining to a Realtor cooperating brokerage fee and additional compensation if applicable.

C. When a Builder places an offer of additional compensation on a property, the conditions under which the additional compensation will be paid shall be listed in the Private Remarks section of the MLS listing.

D. All Builders qualified to participate in the NEFMLS agree to pay the posted cooperating broker fee and additional compensation if applicable, regardless of the final offer price that the Builder accepts. This does not preclude a Realtor Broker and a Builder from negotiating a different broker fee and an additional compensation arrangement either prior to the Realtor showing the Builder's property or facilitating a purchase and sale agreement on the Builder's property.

Article 4: Financing Guidelines for Builders and Realtors

Section 1. Pre-Approval

Realtor agrees to have a prospective buyer pre-qualified or pre-approved for a mortgage loan by a reputable lender prior to showing any Builder property.

Section 2. Buyer Choosing Financing

Builder may offer special financing, interest rates, closing costs paid, or other incentives when Builder's preferred lender is used. Builder agrees to allow Buyer to compare the preferred lender financing with other lender sources and recognizes that Buyer will choose the financing which is most advantageous to the Buyer. With RESPA regulations, it is easy for the Buyer to consider what the Buyer's preferred lender may be charging for mortgage costs versus what the Builder's preferred lender may charge.

Section 3. Loan Application

Builder may require Buyer to make loan application with Builder's preferred lender even if Buyer may obtain financing with another lender.

Article 5. Communication Guidelines for Builders and Realtors

Section 1. Communication Shall Include

Communication from the Builder to the Prospective Buyer should include the Realtor.

Section 2. Communication Between Builder, Prospective Buyer and Realtor

When feasible, the Builder will always make the initial presentation of the Builder's property and will conduct the final walk-through of the property prior to a closing. Once the initial visit has been made, the Realtor and the Builder should mutually agree on the future involvement of both Realtor and Builder with the Prospective Buyers from contract through closing. Builder and Realtor should respect each other's expertise in their respective fields.

A. After the initial visit, the Builder agrees to respect the relationship the Prospective Buyer has with the Realtor and will rely, when possible, on the Realtor's assessment of the level of interest of the Prospective Buyer. Builder should at all times remain respectful of the Realtor when speaking with the Prospective Buyer and agrees to copy Realtor on communications with the Prospective Buyer.

B. The Builder should advise the Realtor of times that the Realtor should be involved with the Prospective Buyer and the Builder as well as times when the Realtor's presence is not necessarily required. The Realtor, however, is welcome any time the Prospective Buyer visits the site.

Becoming An ACCORD Participant

By my signature below, as Designated Realtor of my real estate firm, or as the Designated Representative of my homebuilding company, I agree that our firm will abide by the terms of this Realtor-Builder Accord until either party or the governing body of either NEFAR or NEFBA elects to unilaterally or mutually terminate this Accord.

Brokerage Name

Signature of Brokerage Representative

Date _____

Builder Company Name

Signature of Builder Company Representative

Date _____

NEFAR Member Real Estate Firms

Send executed Realtor-Builder forms to:
Northeast Florida Association of Realtors (NEFAR)
7801 Deercreek Club Rd., Jacksonville, FL 32256
Attn: Chief Executive Officer

NEFBA Builder Firms

Send executed Realtor-Builder forms to:
Northeast Florida Builders Association (NEFBA)
103 Century 21 Dr., Ste. 100, Jacksonville, FL 32216-9256
Attn: Executive Officer