



### **Participating Broker and Referral Program Policy**

Golden Oak Development, LLC, d/b/a Golden Oak Realty (Golden Oak Realty) is pleased to provide you (Broker) with the terms and conditions of Golden Oak Realty's policy (Policy) regarding the Golden Oak Participating Broker and Referral Program (Program) for certain real property in the Golden Oak community (Property). This Policy has been established as part of Golden Oak Realty's commitment to the brokerage community and to assure the protection of your potential Golden Oak community buyer (Potential Buyer).

- 1. Broker Registration of Potential Buyer.** As a part of the Broker registration of Potential Buyer, Broker must print, complete, sign and date the attached Golden Oak Participating Broker and Referral Program Registration Form (Registration Form), and have Potential Buyer sign and date the Registration Form, and then either deliver the original to Golden Oak Realty in person at the Golden Oak Sales Center or deliver the completed Registration Form to Golden Oak Realty via fax at (407) 938-9999 or email [WDWGOSalesCoordinators@disney.com](mailto:WDWGOSalesCoordinators@disney.com). No phone or online registrations will be accepted. In addition, Potential Buyer must complete and submit the contact form and questionnaire found at [www.disneygoldenoak.com](http://www.disneygoldenoak.com). Once Golden Oak Realty receives the completed contact form and questionnaire from Potential Buyer and the completed Registration Form signed and dated by Broker and Potential Buyer, a Golden Oak Realty representative, on behalf of the seller of the Property (Seller), will countersign and date the Registration Form (Effective Date) and a fully-executed electronic copy will be provided to Broker via the email provided by Broker. Electronic copies of the Registration Form submitted by Broker will be binding on all parties for all purposes (without delivery of the original) once countersigned and dated by a Golden Oak Realty representative.
- 2. First Appointment.** All visits of Potential Buyer to the Golden Oak Sales Center are by appointment only. After the Effective Date, a representative of Golden Oak Realty will contact Broker to schedule an appointment for Potential Buyer. If Broker is a licensed Florida real estate broker, Broker must personally accompany Potential Buyer to their first appointment. If Broker is a licensed or registered real estate Broker in another state or jurisdiction or is in a state, province or country that does not require real estate broker registration or licensure (*i.e.*, a foreign broker), Broker may not accompany Potential Buyer to their first appointment or conduct any real estate broker activity in Florida, whether or not related to the Golden Oak community. If Potential Buyer has made initial contact with the Golden Oak Realty sales staff by any means other than visiting the Golden Oak Sales Center, Broker may still be able to participate in the Program and earn a commission (or a referral fee, as applicable) by completing and submitting a Registration Form (in the manner described in paragraph 1 above) prior to Potential Buyer's first appointment. However, once Potential Buyer has completed the first appointment, Broker will no longer be eligible to participate in the Program for Potential Buyer.
- 3. Registration Period.** Broker's registration of Potential Buyer is valid for 180 days after the Effective Date. The 180-day registration period cannot be extended. However, if Broker desires to continue its registration of Potential Buyer after expiration of the 180-day period, Broker may register Potential Buyer for a new 180-day registration period by completing and submitting a new Registration Form (in the manner described in paragraph 1 above), and this procedure may continue until Broker no longer desires to continue its registration of Potential Buyer. There is no limit on the number of registrations by Broker of Potential Buyer.

4. **Return Visits.** If Broker is a licensed Florida real estate broker, Broker is always welcome, but not required, to accompany Potential Buyer on return visits.
5. **Commissions for Florida Brokers.** If Broker is the procuring licensed Florida real estate broker in good standing with a current Registration Form for Potential Buyer on file with Golden Oak Realty, upon conveyance of title of the Property to Potential Buyer and payment of full consideration to Seller (Closing), a commission will be paid to Broker. The commission will be 3% of the purchase price including home site, options and upgrades (Commission). The Commission will be paid at the Closing if Broker attends the Closing (or 5 business days after the Closing if Broker does not attend the Closing). The Commission will be the sole and exclusive compensation to Broker in connection with the sale of the Property to Potential Buyer, and Broker will not be entitled to reimbursement of any costs or expenses incurred by Broker or payment of any additional commission or compensation for fees, expenses, charges or credits given to, or paid by, Potential Buyer at the Closing. In the event the Closing does not occur, for any reason whatsoever, the Commission will not be paid. Delivery to and acceptance by Broker of the Commission will be settlement in full of Broker's claim to any fees and/or commissions or any other compensation or claim of any kind arising out of or in connection with the sale of the Property to Potential Buyer.
6. **Referral Fees for Foreign Brokers.** If Broker is the procuring foreign licensed or registered real estate broker in good standing (or from a state, province or country that does not require real estate broker registration or licensure) with a current Registration Form for Potential Buyer on file with Golden Oak Realty, a referral fee will be paid to Broker only if: (A) Broker acknowledges in writing to Golden Oak Realty at the Closing that Broker: (1) has not conducted any real estate broker activity in the State of Florida, whether or not related to the Golden Oak community; (2) has not violated (and will not violate) any laws of the State of Florida; (3) may legally accept the Referral Fee as provided in the Participating Broker and Referral Program Policy; (4) has not violated (and will not violate) the laws/regulations of the state, province or country where the referral is being made; and (B) Broker delivers to Golden Oak Realty at the Closing written proof of Broker's active real estate license or registration from the government or regulatory agency which issued Broker's real estate license or registration (or a statement acknowledging that the state, province or country where the Broker is located does not require real estate broker registration or licensure). The referral fee will be 3% of the purchase price including home site, options and upgrades (Referral Fee). The Referral Fee will be paid to Broker within 10 business days after the conveyance of title of the Property to Potential Buyer and payment of full consideration to Seller (Closing). The Referral Fee will be the sole and exclusive compensation to Broker in connection with the sale of the Property to Potential Buyer, and Broker shall not be entitled to reimbursement of any costs or expenses incurred by Broker or payment of any additional fee or compensation for fees, expenses, charges or credits given to, or paid by, Potential Buyer at the Closing. In the event the Closing does not occur, for any reason whatsoever, the Referral Fee will not be paid. Delivery to and acceptance by Broker of the Referral Fee will be settlement in full of Broker's claim to any fees or any other compensation or claim of any kind arising out of or in connection with the sale of the Property to Potential Buyer.
7. **No Split or Multiple Commissions or Referral Fees.** No split commissions or referral fees will be paid. In no event will Seller be obligated to pay more than one commission or referral fee in connection with the sale of the Property to Potential Buyer.
8. **Contracts and the Closings.** The Golden Oak Realty staff will handle all aspects of contract administration and the Closing for Potential Buyer. This requires that standard contract and related agreements be used for such purpose. If Broker is a licensed Florida real estate broker, Broker is always welcome, but not required, to attend the Closing with Potential Buyer.

9. **No Marketing or Use of Name.** Broker's services in connection with the representation of Potential Buyer, Potential Buyer's purchase of the Property, Broker's submission of the Registration Form and/or Broker's submission of the broker inquiry form, shall not entitle Broker, and Broker shall acquire no right, to use and shall not use, the name "Disney," the name "Golden Oak" or the name "Marvel" (either alone or in conjunction with or as a part of any other word, mark, or name) or any marks, fanciful characters or designs of The Walt Disney Company, or any of its related, affiliated, or subsidiary companies (including without limitation, Marvel Enterprises, Inc.) in any advertising, publicity, or promotion; to express or imply any endorsement of Broker or Broker's services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited); without the express prior written approval of Golden Oak Realty which may be withheld in its sole, absolute and unfettered discretion.\*
10. **Broker Previews for Florida Brokers.** If Broker (with or without a potential Golden Oak community buyer) is a licensed Florida real estate broker in good standing, Broker may make arrangements to preview the Golden Oak community by completing and submitting the broker inquiry form found at [www.disneygoldenoak.com](http://www.disneygoldenoak.com). Upon receipt, a Golden Oak Realty representative will contact Broker to schedule an appointment.
11. **Policy Changes.** Golden Oak Realty reserves the right to change the terms and conditions of the Policy at any time without notice. A current copy of the Policy can be obtained at [www.disneygoldenoak.com](http://www.disneygoldenoak.com). The terms and conditions of the Policy in effect on the date Broker signs the Registration Form will apply to the registration of Potential Buyer registered under that Registration Form.

\*The provisions of this Paragraph shall be an independent covenant and shall survive the expiration or sooner termination of this Policy or any rights or obligations under this Policy.



**Participating Broker and Referral Program Registration Form**

Potential Buyer's Name: \_\_\_\_\_

Spouse: \_\_\_\_\_

Permanent Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Preferred Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

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

Company Name: \_\_\_\_\_ Broker of Record: \_\_\_\_\_

Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

License/Registration #: \_\_\_\_\_ State/Province: \_\_\_\_\_ Country: \_\_\_\_\_

Email: \_\_\_\_\_

Broker and Potential Buyer signing this form acknowledge and represent that the above named Broker is the exclusive broker of the Potential Buyer.

Broker signing this form acknowledges receipt of and acceptance of the terms and conditions outlined in the Participating Broker and Referral Program Policy in effect as of the date Broker signs this form.

For Florida Brokers Only: Broker signing this form acknowledges and agrees that Broker has delivered to Golden Oak Realty written proof of Broker's active Florida real estate license.

For Foreign Brokers Only: If Broker signing this form is a foreign licensed or registered real estate broker in good standing (or from a jurisdiction where no registration or license is required), Broker acknowledges and agrees that Broker: (a) has not conducted any real estate broker activity in the State of Florida, whether or not related to the Golden Oak community; (b) has not violated (and will not violate) any laws of the State of Florida; (c) may legally accept the Referral Fee as provided in the Participating Broker and Referral Program Policy; (d) has not violated (and will not violate) the laws/regulations of the state, province or country where the referral is being made; and (e) has delivered to Golden Oak Realty written proof of Broker's active real estate license or registration from the government or regulatory agency which issued the Broker's real estate license or registration (or a statement acknowledging that the state, province or country where the Broker is located does not require real estate broker registration or licensure).

Potential Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Golden Oak Realty Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_