



**FINDER'S FEE AGREEMENT- NEW CONSTRUCTION**



This form is to be used when a builder is representing themselves and offering a finder's fee commission. It is to be used along with a "Real Estate disclosure given to unrepresented persons"

Name of Builder: \_\_\_\_\_

Address of Builder: \_\_\_\_\_

Enter the name of the builder and their address here.

Name of Broker (firm): \_\_\_\_\_

Address of Broker: \_\_\_\_\_

Enter the name and address of the brokerage firm representing the buyer.

This confirms that we, \_\_\_\_\_ (Broker firm name), have introduced to you, or intend to introduce to you, \_\_\_\_\_ [name of Buyer(s)], in connection with the construction of a residence. In the event that, within one (1) year of \_\_\_\_\_ [date], you and the Buyer enter into an agreement for the construction of a residence and/or the purchase of a building lot, you shall pay to Broker, in consideration for our having procured such Buyer, a service fee computed and payable as follows:

Enter the name of the buyer brokerage firm here.

**NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER. THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.**

Enter the name of the buyer here.

The service fee shall be \$ \_\_\_\_\_ or \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the gross amount payable to you by Buyer for construction of the residence and purchase of the building lot (if the Buyer purchases such lot from you or from an affiliate of you or your company). The service fee shall be due and payable upon issuance of a temporary certificate of occupancy, or issuance of a certificate of occupancy, whichever occurs first, or:

Enter date the buyer was introduced to the builder.

This agreement is subject to Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

Enter the dollar amount here if the commission is a flat fee.

**YOU UNDERSTAND THAT WE ARE PROVIDING NO SERVICES TO YOU OTHER THAN INTRODUCING YOU TO THE BUYER(S). YOU RECOGNIZE THAT WE MAY REPRESENT THE BUYER(S) IN CONNECTION WITH AN AGREEMENT BETWEEN YOU AND THE BUYER(S) FOR THE PURCHASE OF AND/OR CONSTRUCTION OF A RESIDENCE ON A LOT. YOU ACKNOWLEDGE RECEIPT FROM US OF A "REAL ESTATE DISCLOSURE NOTICE GIVEN TO UNREPRESENTED PERSONS."**

If the commission is a percentage, enter the written amount of the percentage here. (i.e. "three")

You hereby represent that the undersigned signatories are duly authorized to execute this document on behalf of the entity indicated.

If the commission is a percentage, enter the numeric amount of the percentage here. (i.e. "3")

In the event either party to this agreement shall commence litigation against the other party to enforce its rights under this agreement, the party prevailing in such litigation shall be entitled to recover from the other party the costs and expenses (including reasonable attorneys' fees) thereby incurred.

Fill in this section if the service fee is due and payable at a time other than stated above (such as transfer of title).

Builder \_\_\_\_\_ Date \_\_\_\_\_

Builder to sign and date here.

Broker or Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Buyer's representative to sign and date here.

The undersigned Buyer(s) acknowledge(s) that he/she/they have received a copy of the foregoing agreement.

Buyers sign and date here.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_