



Developer Incentive Program:

Official Terms & Conditions

Program Overview

The developer is pleased to offer a Summer Completion Incentive Program for the purchase of eligible residences at Eight at Croissant Park.

Qualified transactions may be eligible for developer-funded incentives totaling up to \$100,000, which may be structured in one of the following ways, provided the total developer-funded incentive does not exceed \$100,000 per transaction:

- **Up to \$25,000** toward the cooperating **Buyer's Agent** commission/bonus and **up to \$75,000** in **Buyer incentives**;

or

- **Up to \$100,000 in Buyer-Only Incentive** where no Buyer's Agent incentive is paid.

Incentive Options

Upon successful closing, qualified purchasers may receive one of the following incentive structures, subject to the conditions below:

- **Option 1 – Buyer & Buyer's Agent Incentive**

- Up to \$25,000 paid to the cooperating Buyer's Agent.
- Up to \$75,000 in developer-funded buyer incentives. **

- **Option 2 – Buyer Incentive**

- Qualified buyers may receive developer-funded incentives totaling up to \$100,000 when no Buyer's Agent commission and/or bonus is paid by the developer. **

The final incentive structure shall be determined by mutual written agreement between the Buyer and Developer and may include one or more incentive options, provided the aggregate developer-funded incentive does not exceed \$100,000. All incentives shall be documented in the Purchase Agreement and/or applicable addenda and, where required, disclosed to the Buyer's lender.

Important Terms & Conditions

- **Transaction Eligibility:** Incentives are available only on qualified purchases approved by the developer and are subject to the terms of the Purchase Agreement and any applicable incentive addenda.
- **Buyer's Agent Incentive:** Any Buyer's Agent commission and/or bonus under this program is payable only to a properly licensed cooperating real estate broker participating in the transaction and is subject to the Listing Agreement, Purchase Agreement, and applicable law.
- **Lender / Financing Disclosure:** All incentives provided by the seller (developer) must be fully disclosed to the buyer's mortgage lender.
- **Financed Transactions:** For buyers utilizing mortgage financing, the eligibility, structure, and amount of any incentive are subject to mortgage lender approval. Lending guidelines regarding Interested Party Contributions (IPCs) may limit the total value of incentives permitted.
- **Appraisal:** The incentive may affect the property appraisal and loan-to-value (LTV) calculations. Buyers are responsible for confirming with their lender how the incentive impacts their specific loan terms.
- **Cash Buyers:** Cash buyers may be eligible for buyer incentives of up to \$100,000, subject to the terms of the applicable incentive program.
- **Modification:** The developer reserves the right to modify, substitute, or terminate any incentive program at any time for future transactions at any time without prior notice, provided such modification does not affect any fully executed Purchase Agreement.
- **Tax Responsibility:** Buyers and cooperating brokers are solely responsible for any federal, state, or local tax consequences arising from any incentive received under this program.

**** Examples of buyer incentives may include, but are not limited to, post-closing cash rebates, payment of real estate taxes, closing costs (where permitted), prepaid homeowner expenses, vehicle incentives, or other developer-approved benefits. The aggregate value of all buyer incentives, including applicable taxes, title, registration, delivery fees, and similar costs, shall not exceed the total incentive amount allocated to the Buyer under this program. All approved buyer incentives shall be provided in accordance with the Purchase Agreement or applicable incentive addendum and, unless otherwise agreed in writing, shall be delivered within thirty (30) days following the successful closing and recording of the transaction.**

Disclaimer

Disclaimer: This document is provided solely for informational and marketing purposes and does not constitute a legally binding offer, promise, contract, or guarantee of any incentive. All incentive programs are subject to developer approval, availability, applicable law, lender requirements, underwriting guidelines, appraisal requirements, and the terms of a fully executed Purchase Agreement and any applicable addenda. The developer reserves the right, in its sole discretion, to interpret, administer, modify, substitute, suspend, or terminate this incentive program, in whole or in part, at any time prior to the execution of a binding Purchase Agreement, provided such action does not impair any incentive rights expressly granted under a fully executed Purchase Agreement or applicable incentive addendum. Buyers and cooperating brokers are solely responsible for consulting with their legal counsel, tax advisors, mortgage lenders, and other professional advisors regarding the legal, financial, lending, and tax implications of any incentive offered under this program.

Except as expressly provided in the applicable Purchase Agreement or incentive addendum, incentives have no independent cash value, are non-transferable, may not be assigned or substituted, and may not be combined with any other offer, promotion, or incentive unless expressly approved by the Developer in writing.