



Broker and Realtor Participation Agreement



Please email this agreement to Danielle@helminiakauction.com

Real Estate Broker/Realtor Information Please print clearly.

Realtor Name: _____ Brokerage: _____

Realtor Phone: _____ Brokerage Phone: _____

Client Information

Name: _____

Address: _____

Auction Property Address: _____

The above Broker/Realtor hereby wishes to register the above Client as a potential Purchaser for the above listed address. By signing this agreement, both the Realtor and Client understand and agree to the Terms and Conditions of this auction.

The Buyer acknowledges that Helminiak Real Estate & Auction - Key Realty, represents the Seller. The Broker/Realtor shall hold harmless and indemnify Helminiak Real Estate & Auction - Key Realty, as agents for the Seller, and the Seller from any and all claims, cost or expenses, including reasonable attorney fees, which may arise out of any actions, inactions, and/or representations made by Broker/Realtor in connection with the sale of this property.

The Realtor must complete the Broker and Realtor Participation Agreement form, which must be received by Helminiak Real Estate & Auction - Key Realty minimum of **48 hours before the start of the scheduled auction**. The Realtor must hold an active real estate license in the state that the auction takes place. Under no circumstances will Broker/Realtor registration be allowed on the day of the auction.

Helminiak Real Estate & Auction - Key Realty hereby **agrees to pay to the registering Broker/Realtor on the following terms and conditions; a Commission of 25% of the collected Buyer's Premium, paid by the Buyer, due at closing, if the above referred to Client is the successful Bidder and who completes the Terms & Conditions of the auction and closes.**

CONDUCT OF THE AUCTION: The property/properties is/are being sold on an AS-IS, WHERE-IS basis. By signing, you agree you have done your due diligence for you and your Client in regards to the inspection of the property, financing, appraisal or any other contingencies. Your Client must be able to close within 35 days and collect the appropriate earnest money deposit per the terms and conditions of the auction. Broker/Realtor will not interfere with the conduct of the auction, solicit other attendees, or offer any advice to other attendees of the auction.

Announcements made at the time of the Auction Sale take precedence over all printed materials.

BUYER'S PREMIUM: If the Client is the successful Bidder, they must sign the applicable Auction Purchase Contract. There will be a **Buyer's Premium equal to 10% of the highest bid added to the actual Contract Price on the Auction Purchase Contract**. Earnest Money Deposit as required in the Terms and Conditions shall be paid by Client and deposited with the Closing Company's escrow account.

Realtor's Signature _____

Date: _____

Client's Signature _____

Date: _____

Client's Signature _____

Date: _____

Helminiak Real Estate & Auction Acceptance: _____ Date: _____