

PROFESSIONAL AUCTIONEERS, INC.
P O Box 3040 ~ 1740 W. Gordon Street ~ Valdosta, GA 31604-3040
Office (229) 242-5412 ~ Fax (229) 241-0952

**BROKER/REALTOR
PARTICIPATION AGREEMENT**

This form **MUST** be completed and received by Professional Auctioneers, Inc. at least twenty-four (24) hours prior to the auction. Forms may be faxed to (229) 241-0952; but must still be received prior to deadline. Reception of faxes is not guaranteed.

Realtor _____

Realtor Phone No. _____ Realtor Fax _____

Company Name _____

Company Address _____

Company Phone No. _____ Company Fax _____

Client's Name _____

Client's Address _____

The above Broker/Realtor hereby wishes to register the above client as a potential Purchaser at the following Auction being conducted by Professional Auctioneers, Inc. on Property located at:

_____ ; Auction Date: _____

Professional Auctioneers, Inc. hereby agrees to pay to the registering Broker/Realtor on the following terms and conditions; a Commission of ten percent (10%) of the net Real Estate Commission due at closing, if the above referred to Client is the successful Bidder and who closes on the terms of the Purchase Contract. The Broker/Realtor understands that to qualify for this commission, this registration form must be fully completed and received by Professional Auctioneers, Inc. at least twenty-four (24) hours prior to the auction and that the Broker/Realtor must attend the Auction with the Client. The Client must also fully complete and execute a **Bidder Registration Card** on the day of the Auction. There can be No Exceptions to these terms and conditions, and No Oral Registrations will be accepted.

CONDUCT OF THE AUCTION: The property is being sold on an **AS-IS, WHERE-IS** basis. Your Client's inspection and/or the inspection of the property by your Client's Expert prior to the commencement of the Auction is encouraged. Conduct of the Auction and increments of the bidding are at the direction and discretion of the Auctioneer. The Seller and the Auctioneer reserve the right to refuse admittance to or to expel anyone from the Auction for any reason, including, but not limited to, interference with Auction activities, creating a nuisance, canvassing, or soliciting.

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

BUYER'S PREMIUM: If the Client is the successful Bidder, they must sign the Professional Auctioneers, Inc. Purchase and Sale Agreement. There will be a Buyer Premium equal to Ten percent (10%) of the last and highest Bid added to establish the actual Sale Price on the Purchase and Sale Agreement. An Earnest Deposit as required in the Terms and Conditions and on the Purchase and Sale Agreement shall be paid by the Client, and deposited into the Professional Auctioneers, Inc. Escrow Account. We are specifically disclosing to the Purchaser that paying this Buyer Premium does not create an Agency relationship with the Buyer/s and the Buyer acknowledges that Professional Auctioneers, Inc. is an Agent for the Seller.

Professional Auctioneers, Inc. solely, if needed, shall have full and complete control of negotiations with the Seller in regards to commissions earned and to be received and the 10% commission paid to Broker/Realtor will be based on that figure.

If the Client: (a) Has been in contact with a representative of Professional Auctioneers, Inc. in regards to this Auction, (b) Is a part of our Client Mailing, or received a flyer from Professional Auctioneers, Inc., (c) Has principle or ownership interest in the above named brokerage, (d) Is a member of the Realtor's immediately family, the Broker/Realtor will not qualify for a participation fee.

The signatures below indicate acceptance of the above terms and conditions.

Bidder's Signature _____
Date _____

Realtor Signature _____
Date _____

Accepted by Professional Auctioneers, Inc.

By: _____

Date