

ASSITER & ASSOCIATES LLC

16650 Interstate 27, Canyon, Texas 79015-6157
806.655.3900 Telephone 806.655.3939 Facsimile

BROKER/REALTOR PARTICIPATION AGREEMENT

Broker/Realtor Identification: hereinafter referred to as "Broker/Realtor".

Realtor/Agent Name: _____

Realtor/Agent Phone No: _____ Realtor/Agent Fax: _____

Company Name: _____

Company Address: _____

Company Phone No: _____ Company Fax: _____

Texas Broker License Number _____ Texas Agent License Number _____

Client Identification: hereinafter referred to as "Client".

Client Name: _____

Client Address: _____

The above Broker/Realtor hereby wishes to register the above client as a potential Purchaser of the following Auction being conducted by Assiter & Associates LLC on property located at _____.

Assiter & Associates LLC hereby agrees to pay to the registering Broker/Realtor on the following terms and conditions; a Commission of up to twenty percent (20%) 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 Earnest Money Contract. Broker/Realtor understands that to qualify for this commission, this registration form must be received by Assiter & Associates LLC on or before 5 p.m. prior to the day of the Auction and that the Broker/Realtor must attend the Auction with the Client. Under no circumstances will Broker/Realtor registration be allowed on the day of the auction. Client must also fully complete and execute a Bidder Registration Card the day of the Auction at least fifteen (15) minutes prior to commencement of the Auction. There can be No Exceptions to these terms and conditions, and No Oral Registrations will be accepted.

It is also understood and agreed that the Broker/Realtor shall furnish the appropriate AGENCY DISCLOSURE FORM, prior to commencement of Auction. Broker/Realtor shall hold harmless and indemnify Assiter & Associates LLC, 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.

CONDUCT OF THE AUCTION: Each property is being sold on an **AS - IS, WHERE-IS** basis. Your Client's complete inspection and the inspection of the property by your Client's experts prior to the commencement of the Auction are encouraged. Conduct of the Auction and increments of the bidding are at the direction and discretion of the Auctioneer. Seller and 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 applicable Earnest Money Contract. There will be a Buyer's Premium equal to ten percent (10%) of the highest bid added to the highest bid to establish the actual Contract Price on the Earnest Money Contract. An Earnest Deposit as required in the Terms and Conditions and on the Earnest Money Contract shall be paid by Client, and deposited with the Title Company.

We are specifically disclosing to the Purchaser that paying this Buyer Premium does not create an Agency relationship with the Buyers and Buyer acknowledges that Assiter & Associates LLC is an Agent for the Seller.

Assiter & Associates LLC, solely, if needed, shall have full and complete control of negotiations with Seller in regards to commissions earned and to be received and Commission Fee Scale will be based on that figure.

- (b) Seller is aware that Buyer may perform a 1031 Tax Deferred Exchange. Seller agrees to cooperate in the exchange. Buyer will hold Seller harmless from all claims, liabilities, costs, or delays in time resulting from the exchange.
37. Possession. Possession of the Property will be delivered to Buyer at closing and funding.
38. Notices. All notices from one party to the other must be in writing and are effective when mailed to, hand delivered at, or transmitted by fax or electronic transmission to the party to receive it at the addresses set forth on the signature pages to this Contract.
39. Time. Time is of the essence of this Contract.
40. Mutual Understanding. Seller and Buyer have carefully read and understand the effect of this Contract. Each of the parties has either (i) had the assistance of separate counsel in carefully reviewing, discussing, and considering all the terms of this Contract or (ii) waived the right to consult with an attorney. This Contract will be construed as if prepared by both Seller and Buyer.
41. Mediation. Seller and Buyer shall submit in good faith to mediation before filing a lawsuit.
42. Attorney's Fees. Any party to this Contract or the Title Company who prevails in any legal proceeding brought under or with relation to this Contract or transaction will be additionally entitled to recover court costs and reasonable attorney's fees.
43. Agreement of Parties. This Contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this Contract are *(check all applicable boxes)*:
- | | |
|---|--|
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Addendum for Coastal Area Property | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum | <input type="checkbox"/> Other (list): _____ |
44. Non-Foreign Person Affidavit. At closing, Seller shall deliver to Buyer a duly executed affidavit stating (i) Seller's United States Taxpayer Identification Number for federal income tax purposes and (ii) that Seller is not a "foreign person" within the meaning of Section 1445, et seq., of the Internal Revenue Code.
45. Parties Bound. This Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ASSITER & ASSOCIATES LLC

16650 Interstate 27, Canyon, Texas 79015-6157
806.655.3900 Telephone 806.655.3939 Facsimile

If the Client has been in contact with a representative of Assiter & Associates LLC, in regards to this Auction or is on our Client Mailing, or received a flyer from Assiter & Associates LLC, or if the Client is a Broker/Realtor or is a member of their immediate family, the Broker/Realtor will not qualify for a participation fee.

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

Realtor/ Agent Signature

Date: _____

Client

Date: _____

Accepted by Assiter & Associates LLC

Client

Date: _____

By: _____ Date: _____