

**BROKER PARTICIPATION AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, BETWEEN \_\_\_\_\_ of \_\_\_\_\_ hereinafter called SELLER, and \_\_\_\_\_ hereinafter called BROKER.

WITNESSETH:

1. Seller has personally entered into and agreement with Kenneth E. Hassinger and Neil Courtney, Auctioneers (hereinafter "Auction Company"), pursuant to which Auction Company agreed for valuable consideration to sell certain real estate at a public auction to be held on said real estate on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.m.

2. Said real estate (hereinafter "premises") is more particularly described as follows: \_\_\_\_\_

Total Area of Premises: \_\_\_\_\_

Tax Map Parcel (s): \_\_\_\_\_

Survey: \_\_\_\_\_

Improvements, if any \_\_\_\_\_

3. Seller agrees to pay to Broker \_\_\_\_% of the gross sale price of the premises provided that the purchaser of the premises on the day of the public auction identified in Paragraph One of this Agreement was a prospective purchaser registered, as provided for in this agreement, with the Auction Company.

4. Broker shall register any prospective purchaser with the Auction Company by submitting a properly completed Prospective Purchaser Registration Form, a copy of which is attached hereto and incorporated herein by reference, to either Kenneth E. Hassinger or Neil A Courtney of the Auction Company.

5. Registration of a prospective purchaser shall not be deemed timely submitted unless the Prospective Purchaser Registration Form is in the actual physical possession of Kenneth E. Hassinger or Neil A. Courtney of the Auction Company no later than 48 hours before the aforesaid date and time of said public auction.

6. Time is deemed to be of the essence as to the submission of the Prospective Purchaser Registration Form.

7. Payment to Broker of the aforementioned percentage of the gross sale price shall be at the time of the closing on the Premises.

8. If the purchaser fails to complete the purchase of the premises at the time of closing, Seller shall be in no way liable to Broker for any part of the aforementioned percentage on the gross sale price.

9. This agreement shall not be recorded in the office for the Recording of Deeds or in any other office or place of public record. If Broker shall record this Agreement or cause or permit the same to be recorded, Seller may, at his option, elect to treat such Act as a breach of this Agreement.

IN WITNESS WHEREOF, the individual parties hereto have hereunto set their hands and seals this day and year first above written.

Signed and sealed in the presence of:

\_\_\_\_\_  
SELLER OR SELLER'S AGENT

\_\_\_\_\_  
SELLER OR SELLER'S AGENT

\_\_\_\_\_  
BROKER

This form agreement is the exclusive property of Kenneth E. Hassinger and Neil A. Courtney, Auctioneers. Reproduction, distribution, or other use of this form agreement without the express written permission of Mssrs. Hassinger and Courtney is forbidden.

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**PROSPECTIVE PURCHASER REGISTRATION FORM**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, (hereinafter called "Prospective Purchaser") and

\_\_\_\_\_,

(hereinafter called the "Broker") do hereby give written notice to Kenneth E. Hassinger and Neil A. Courtney, Auctioneers (hereinafter

called "Auction Company"), that Prospective Purchaser, a client of Broker, intends to appear on \_\_\_\_\_, 20\_\_\_\_,

at \_\_\_\_\_.m., at the public auction of the premises more particularly described as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Said public auction will be held \_\_\_\_\_ (location)

Prospective Purchaser and Broker recognize that this form must be submitted in strict accordance with the Broker Participation Agreement already entered into by Broker and the Seller of said premises.

Broker hereby certifies that Prospective Purchaser is a client of Broker.

Prospective Purchaser hereby certifies that he is not represented in his matter by any real estate broker other than the real estate broker hereinbefore identified

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Prospective Purchaser

Received by \_\_\_\_\_ of Auction Company on

\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.m .

\_\_\_\_\_