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Broker / Realtor Participation Agreement

Realtor: _____

Realtor Phone #: _____ Realtor Fax #: _____

Company Name: _____

Company Address: _____

Company Phone #: _____ Company Fax #: _____

Client's Name: _____

Client's Address: _____

The above Broker/Realtor hereby wishes to register the above client as a potential Purchaser of the following Auction being conducted by Auctioneer(s) / Better Homes and Gardens Real Estate Big Hill on Property located at:

Auctioneer(s) / Better Homes and Gardens Real Estate Big Hill hereby agree to pay to the registering Broker/Realtor on the following terms and conditions: a Commission of up to two percent (2%) of the purchase price will be collected from the Seller at closing, if the above referred to client is the successful Bidder who closes on the *terms of the Purchase Contract*. Broker/Realtor understands that to qualify for this commission, this *registration form must be received* by Auctioneer(s) prior to the day of the Auction and that the *Broker/Realtor must attend the Auction with the Client*. Client must also fully complete and execute a Pre-Registration Form the day of the Auction at least thirty (30) 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, Lead Base Paint Disclosure Form & Residential Property Disclosure Form, if applicable, prior to commencement of Auction. Broker/Realtor shall hold harmless and Indemnify Auctioneer(s) / Better Homes and Gardens Real Estate Big Hill 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 or inactions 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 Expert's prior to the commencement of the Auction is encouraged. Conduct of the Auction and increments of the bidding are at the 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.

OHIO FAIR HOUSING LAW: It is Illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section or national origin, or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage service.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

SUCCESSFUL BIDDER: If the Client is the successful Bidder, they must sign the Auctioneer(s) / Better Homes and Gardens Real Estate Big Hill Offer to Purchase Contract. An *Earnest Deposit* as required in the Terms and Conditions and on the Offer to Purchase contract shall be paid by Client, and deposited into the Better Homes and Gardens Real Estate Account.

We are specifically disclosing to the Purchaser that *paying a commission does not create an Agency relationship* with the Buyer and Buyer Acknowledges that *Auctioneer(s) / Broker of Better Homes and Gardens Real Estate Big Hill is an Agent for the Seller*, however Broker could potentially become a Disclosed Dual Agent with consent of all parties if Buyer is represented by another Agent from Better Homes and Gardens Real Estate Big Hill.

Auctioneer(s) / Better Homes and Gardens Real Estate Big Hill, solely, if needed, shall have full and complete control of negotiations with Seller.

If the Client has been in contact with a representative of Auctioneer(s) / Better Homes and Gardens Real Estate Big Hill in regards to this Auction or is on our Client Mailing or received a Flyer from Auctioneer(s) / Better Homes and Gardens Real Estate Big Hill the Broker/Realtor will not qualify for a participation fee.

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

[Empty rectangular box for Realtor Signature and Date]

Realtor Signature

Date

[Empty rectangular box for Auctioneer Signature and Date]

Auctioneer Signature

Date



Revised 12/22/15