

STIRLING SOTHEBY'S INTERNATIONAL REALTY
719 Rodel Cove, Lake Mary, FL 32746 – Office Phone- 407-588-1260 Fax- 321-257-1075
BROKER / REALTOR PARTICIPATION AGREEMENT

Realtor Name: _____
Realtor Phone No: _____ Realtor Fax: _____
Company Name: _____
Company Address: _____
Company Phone No: _____ Company Fax: _____
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 Stirling Sotheby's International Realty on property located at **2717 South Atlantic Avenue, Daytona Beach.**

1. Stirling Sotheby's International Realty hereby agrees to pay to the registering Broker/Realtor on the following terms and conditions; a commission of 3% of the last and highest bid prior to the addition of the 10% Buyer's Premium will be paid if the above referred to client is the successful Bidder and who successfully closes on the terms of the Purchase Contract. **Stirling Sotheby's International Realty, solely, if needed, shall have full and complete control of negotiations with Seller in regards to commissions earned and to be received.** In the event, the commission is negotiated with the seller to facilitate the sale of the property or as otherwise agreed to by Stirling Sotheby's International Realty and seller, a Commission of thirty percent (30%) of the net Real Estate Commission due at closing will be paid, if the above referred to client is the successful Bidder and who successfully closes on the terms of the Purchase Contract. Broker/Realtor understands that to qualify for this commission, this registration form must be received by Stirling Sotheby's International Realty 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 Bidder Registration Card the day of the Auction submit the appropriate deposit in the form of a bank or cashiers check as set forth in the auction Terms and Conditions. The Client must also fully complete and execute the Auction Opening Bid Form. There can be No Exceptions to these terms and conditions, and No Oral Registrations will be accepted.

2. 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 Stirling Sotheby's International Realty/Auctioneer 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.

3. **CONDUCT OF THE AUCTION:** Each property is being sold on an **AS - IS, WHERE-IS** basis without representation or warranty. Your Client's complete inspection and the inspection of the property by your Client's experts 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. 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.

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

5. **BUYER'S PREMIUM:** If the Client is the successful Bidder, they must sign the Stirling Sotheby's International Realty Offer to Purchase Contract. There will be a Buyer's Premium equal to ten percent (10%) of the last and highest bid added to the last and highest bid to establish the actual Sale Price on the 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 Stirling Sotheby's International Realty Trust Account.

6. We are specifically disclosing to the Purchaser that paying the Buyer Premium does not create an Agency relationship with the Buyer's and Buyer Acknowledges that the Stirling Sotheby's International Realty and agent of Stirling Sotheby's International Realty is an Agent for the Seller.

7. Only 1 registered Broker/Realtor per Bidder. Any disputes arising from the Broker/ Realtor Participation Agreement shall be resolved at the sole discretion of Stirling Sotheby's International Realty.

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

Realtor Signature Date

Accepted by Stirling Sotheby's International Realty/Auctioneer

By Date