

PACIFIC AUCTION EXCHANGE ACCELERATED REAL ESTATE, INC.

3579 E. Foothill Blvd., #402, Pasadena, CA 91107 – Phone: (818) 551-1355; FAX: (818) 230-8381

BROKER PARTICIPATION AGREEMENT

Broker _____

Company Name _____

Company Address _____ City _____, CA Zip _____

Company Phone No. _____ Facsimile No. _____

Client's Name _____

Client's Address _____ City _____ State _____ Zip _____

The above Broker hereby wishes to register the above client as a potential Purchaser of the following Auction being conducted by **PACIFIC AUCTION EXCHANGE** on property located at: _____

PACIFIC AUCTION EXCHANGE hereby agrees to pay to the registering Broker on the following terms and conditions a Commission of twenty-five percent (25%) of the net Real Estate Commission due at closing, if the above referred to client is the successful Bidder and closes on the terms of the Auction Purchase Agreement. Broker understands that to qualify for this commission, this registration form must be received by PACIFIC AUCTION EXCHANGE one (1) day prior to the day of the Auction and that the Broker must attend the Auction with the Client. Client must also fully complete and execute a **Bidder Registration Card** prior to the commencement of Auction on Auction Day. 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 registering Broker shall furnish the appropriate **AGENCY DISCLOSURE FORM**, prior to commencement of Auction. The registering Broker shall hold harmless and indemnify **PACIFIC AUCTION EXCHANGE**, as agent for the Seller, and the Seller from any and all claims, costs or expenses, including reasonable attorney fees, which may arise out of any act or inactions or representations made by registering Broker 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 is encouraged. Conduct of the Auction and increments of the bidding are at the direction and discretion of **PACIFIC AUCTION EXCHANGE**. Seller and **PACIFIC AUCTION EXCHANGE** reserve the right to refuse admittance to or to expel anyone from the Auction for any reason, including, but not limited to interference with the 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 Auction Purchase Agreement. 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 in the Auction Purchase Agreement. The Earnest Deposit required by the **Bidders Registration, Terms and Conditions** and in the **Auction Purchase Agreement**, shall be paid by Client, and deposited into the **PACIFIC AUCTION EXCHANGE** trust account.

We are specifically disclosing to the Purchaser that paying this Buyer's Premium does not create an Agency relationship with the Buyer, and Buyer Acknowledges that **PACIFIC AUCTION EXCHANGE** is an Agent for the Seller only.

PACIFIC AUCTION EXCHANGE, solely, if needed, shall have full and complete control of negotiations with Seller in regards to the commission earned and to be received, and the Commission Fee Scale will be based on that figure.

COMMISSION FEE SCALE: Registering Broker will receive Twenty-five percent (25%) of commissions due **PACIFIC AUCTION EXCHANGE** from Seller.

If the Client has been in contact with a representative of **PACIFIC AUCTION EXCHANGE** in regards to this Auction or is on our Client Mailing List, or received a Flyer from **PACIFIC AUCTION EXCHANGE**, the Broker will not qualify for a participation fee.

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

Broker Signature

Date

Accepted by **PACIFIC AUCTION EXCHANGE / ACCELERATED REAL ESTATE, INC.**

By _____

Date

[Pacific Auction Exchange is a franchised business owned and operated independently of Pacific Auction Exchange, Inc.]