



**AUCTION MARKETING ADDENDUM TO LISTING BROKER'S AGREEMENT WITH SELLER**

DATE: \_\_\_\_\_, 2010

Rev. 10/1/09

1. This is an addendum to the listing agreement between \_\_\_\_\_, hereafter called the "SELLER(S)" and \_\_\_\_\_, hereafter called the "LISTING BROKER" (Current MLS # \_\_\_\_\_ Property Address: \_\_\_\_\_). This addendum is an agreement to employ the services of United Country-Absolute Auctions & Realty, Inc., hereafter called the "AUCTIONEER." Said parties agree to the terms herein specified and for the duration of this listing agreement or 90-days post-auction, whichever is greater.

2. The "SELLERS" and "LISTING BROKER" mutually agree and consent to offer the listing in its entirety at Public Auction conducted by "AUCTIONEER" on or about the **March 10, 2010**. Prior to the actual auction date, and commencing with the execution of this addendum, all pre-auction offers will be presented to "SELLER" on "AUCTIONEER" supplied forms or approved substitutes. "SELLER" agrees to comply with the terms specified by the "CONTRACT FOR PURCHASE AND SALE OF (Applicable State) PROPERTY" supplied by "AUCTIONEER" without modification.

3. It is agreed by "SELLER" and "LISTING BROKER" that for the duration of this addendum, there will be NO seller's commission due from "SELLER" to "LISTING BROKER" as specified by the congruent agreement to which this addendum is attached. NOTE: If property is sold by "SELLER" outside of this agreement without the ten-percent (10%) Buyer's Premium, "SELLER" agrees to pay "AUCTIONEER" ten-percent (10%) of the contract price.

4. "SELLER" to initial their choice of ONE of the following entry/selling methods:

**Option No. 1 Entry Fee - \$0\* (No cost for entry.)**

\_\_\_\_\_ The "SELLER" agrees to sell the above referenced property to the highest bidder at 'Absolute Auction with no minimum or reserve, and understands/agrees that the property will be sold to the highest bidder regardless of price.' The "SELLER" may not bid personally or through an agent unless the auction is being conducted to separate multiple titled owners from the title or when the property is part of a corporate dissolution or divestiture of corporate-owned realty. "SELLER" agrees to provide "AUCTIONEER" an executed "blank" copy of the "Contract for Purchase and Sale of (Applicable State) Property" with this addendum. \*\$995.00 entry fee plus Seller-paid 'a-la-carte' marketing (when applicable) will be refunded to Seller at closing.

**Option No. 2 Entry Fee - \$995 (Nine Hundred Ninety-five Dollars, US.)**

\_\_\_\_\_ "SELLER" agrees to pay a \$995.00 entry fee to "United County Auction Services" upon execution of this agreement and has established that the minimum acceptable bid shall be:

**\$ \_\_\_\_\_ .00 ( \_\_\_\_\_ Dollars, US.)** "AUCTIONEER"

is granted the right to bid on behalf of the "BUYER" and or "SELLER." In no event shall any bid be construed as an offer to purchase by the "AUCTIONEER." Additional marketing to be paid by "SELLER" when attached to this agreement as Listing Addendum "B" – Advertising Scheduler.

5. "SELLER" expressly disclaims knowledge of any environmental damages or hazards of this or any adjacent property. "SELLER" agrees to indemnify and save harmless the "LISTING BROKER" and "AUCTIONEER", and/or their sales associates, and their employees against any claim, action, demands, losses or cost that may occur because of any lien or encumbrances upon such property. Or, because of any

warranty made by the "SELLER" as to the character or condition of such property at the time of the sale or otherwise, and liability for theft, property damage, personal injury, or other losses.

6. The "LISTING BROKER" agrees to maintain this listing in a professional manner, including, but not limited to, (1) keeping a current and active real estate license, (2) conducting open house and property showings, (3) gathering and sharing accurate information regarding the subject property with the "AUCTIONEER", and, (4) facilitating and monitoring all closing activities leading to a timely, accurate, and professional closing. "LISTING BROKER" agrees to provide all potential purchasers of this property, both past and present, all the information available concerning this property and the upcoming auction details (i.e., date, time, place, terms and condition of sale, etc.) in a timely manner. The "LISTING BROKER" will post the "AUCTIONEER" property sign to the subject property and provide "AUCTIONEER" with digital images for print and Internet marketing.

7. "AUCTIONEER" and "LISTING BROKER" shall be compensated by the Buyer. Same shall occur by adding 10% to the auction strikedown price, and shall be paid in accord with the "Terms and Conditions of the Auction," and the "Contract for Purchase and Sale of (Applicable State) Property."

8. The "AUCTIONEER" will pay the "LISTING BROKER" a commission equal to 50% (fifty percent) of the Buyer's Premium upon closing of title.

9. If the highest bidder at auction forfeits a down payment and has not paid the AUCTIONEER" the 10% Buyer's Premium, said down payment shall be equally divided between "SELLER" and "AUCTIONEER" to the extent of "AUCTIONEER'S" commission. The "AUCTIONEER" agrees to pay the "LISTING BROKER" 50% (fifty percent) of the total escrow funds retained by "AUCTIONEER." This remedy is not exclusive.

10. The "AUCTIONEER" agrees to use their expertise and professional skill to advertise, promote, and conduct the auction on the property listed. The "Auctioneer" shall design, implement, and oversee the advertising/promotion campaign in conjunction with United Country Auction Services. The promotion shall include, but not be limited to, print advertising, Internet promotion, auction location facility, coordinating open house and property showings, compiling and distribution of bidder packets, and conducting Buyer Seminars (as the "AUCTIONEER" may determine to be necessary). The "AUCTIONEER" shall be responsible for conducting the auction. The "AUCTIONEER" shall furnish at their expense auctioneers, bid assistants, clerks, cashiers, and any other necessary personnel and equipment.

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LISTING BROKER  
Ph:  
E-mail:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Susan A. Doyle, Broker  
UNITED COUNTRY-  
ABSOLUTE AUCTIONS & REALTY, Inc.

\_\_\_\_\_  
DATE