

# Prime Time Auctions, Inc.

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Broker: Premier Properties

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## REALTOR PARTICIPATION AGREEMENT

Realtor Name: \_\_\_\_\_ Realtor Phone No: \_\_\_\_\_

Client Name: \_\_\_\_\_ Client Phone No: \_\_\_\_\_

The above Broker/Realtor hereby wishes to register the above client as a potential Purchaser of the following Auction being conducted by Prime Time Auctions, Inc. on property(s) located at:

Prime Time Auctions, Inc. hereby agrees to pay to the registering Broker/Realtor on the following terms and conditions; a Commission of 3% on the final Bid Price (this is not the contract price, contract price includes Buyers premium);

To qualify for this commission Agent must:

- Broker/Realtor is not the Principal *Initial* \_\_\_\_\_
- Broker/Realtor is not registering another Broker/Realtor or family member. *Initial* \_\_\_\_\_
- Agent must provide duties customary to "Buyer Representation".
- Complete "Realtor Participation Agreement", and attach a valid "Exclusive Buyer Representation Agreement" **before any inspection** of the property and submit by fax 208-232-0351 or certified mail return receipt requested to Prime Time Auctions, Inc. If client participates without inspection, registration must be submitted 48hrs prior to the Auction. *Initial* \_\_\_\_\_
- Client must fully complete and execute a Bidder Registration Form with the disclosed Deposit fifteen (15) minutes prior to commencement of the Auction.
- Attend the auction with the client and bid with or for the client.
- Client must be the successful Buyer and close on the terms of the Purchase and Sale Agreement.

**There can be No Exceptions to these terms and conditions, and No Verbal Registrations will be accepted.**

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. 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 Prime Time Auctions, Inc. Purchase and Sale Agreement. There will be a Buyer's Premium equal to five percent (5%) of the last and highest bid added to establish the actual Contract Price. The Cash Deposit as required in the Terms and Conditions shall be paid by Client, and deposited into the Premier Properties Trust Account as Down Payment.

We are specifically disclosing to the Purchaser that paying this Buyer Premium does not create an Agency relationship with the Buyer and Buyer Acknowledges that the Prime Time Auctions, Inc. is an Agent for the Seller.

Prime Time Auctions, Inc. solely, if needed, shall have full and complete control of negotiations with Seller in regards to commissions earned and to be received and Commission Fee will be based on that figure.

If the Client has been in contact with a representative of Prime Time Auctions, Inc. in regards to this Auction, or is on our Client Mailing, or received a flyer from Prime Time Auctions, Inc., the Broker/Realtor will not qualify for a participation fee.

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

The sale will be audio recorded.

Realtor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Prime Time Auctions, Inc. accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Broker/Realtor shall hold harmless and indemnify Prime Time Auctions, Inc. 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, WITH ALL FAULTS" basis. Your Client's complete inspection and the inspection of the property by your Client's experts prior to the commencement of the Auction are encouraged. Conduct of the Auction and increments