

# YOUNT AUCTION AND REALTY, INC.

P.O. Box 742; Claremont, NC 28610 NCAFL # 7756

TEL: 828-459-7335 FAX: 828-459-2070

yountauction@aol.com

## BROKER/REALTOR AUCTION PARTICIPATION REGISTRATION FORM

Property to be Auctioned \_\_\_\_\_ City/ST/Zip \_\_\_\_\_

Auction Date \_\_\_\_\_

Realtor/Broker Name \_\_\_\_\_ NCRE License # \_\_\_\_\_

Realtor/Broker e-mail Address \_\_\_\_\_

Company Name \_\_\_\_\_ Co. Phone # \_\_\_\_\_

Company Address \_\_\_\_\_ City/ST/Zip \_\_\_\_\_

Client's Name \_\_\_\_\_ Client's Phone # \_\_\_\_\_

Client's Address \_\_\_\_\_ City/ST/Zip \_\_\_\_\_

### TERMS AND CONDITIONS FOR BROKERAGE PARTICIPATION

- Participating Broker must be a licensed NC Real Estate Broker.
- Broker must register qualified buyer(s) with Yount Auction and Realty, Inc. no later than 5:00 PM the DAY BEFORE the sale. Registration form can be transmitted either by mail, e-mail, hand delivery, and/or fax. Any buyer(s) that has/have bought and/or participated actively with a previous Yount Auction and Realty, Inc. auction, or is on current mailing lists do not qualify.
- NO Oral registrations are accepted, and no registration forms will be accepted the day of the auction.
- Yount Auction and Realty, Inc. reserves the right to accept or reject any or all broker registrations.
- Broker MUST accompany all buyers represented the day of the sale.
- Commissions paid on Bid Price (High Bid amount), not the Total Contract Price.
- If participating Broker's Client is the successful bidder, they must sign NCAR Form 620-T: Real Property Auction and Sale Contract through Yount Auction and Realty, Inc.
- Broker commission structure will be based on the stated Terms and Conditions of the referenced auction above. Should property be offered and accepted through above registered broker on any date preceding or proceeding the above stated auction date and time, commission structure is subject to change, and is also subject to the existing terms and conditions stated forth for the above referenced auction.
- Buyer will be guaranteed Free and Clear Title, but is encouraged for buyer to purchase title insurance by buyer and/or buyer's legal representative upon closing.
- Each broker agrees to the above terms of the auction as stated. PROPERTY IS SOLD "AS-IS, WHERE-IS", and ALL inspections are encouraged before Sale Date. There are no inspection or financing contingencies.
- Yount Auction and Realty, Inc. is acting solely as agents for the SELLER, and in no way, by buyer(s) pre-registering, or by receiving any earnest money deposits from buyer(s), or by entering into an Offer to Purchase Contract with the buyer(s) indicates or creates any type of Agency relationship with the buyer(s).
- All commissions are paid solely at time of closing and dispersed by the Escrow Agent.
- Announcements made from the podium at the time of the Sale take precedence over all printed material.
- THERE ARE NO EXCEPTIONS TO THESE BROKER PARTICIPATION TERMS AND CONDITIONS.

By signing Broker agrees to hold harmless and indemnify Yount Auction and Realty, Inc. including it's reasonable attorney fees, from any and all claims with regard to aforementioned commissions:

Broker/Realtor Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyers Signature \_\_\_\_\_ Date \_\_\_\_\_

Received By Yount Auction and Realty, Inc. \_\_\_\_\_ Date/Time \_\_\_\_\_

**IMPORTANT NOTICE:** Although information has been obtained from sources deemed reliable, the auctioneer and the seller makes no warranty to guarantee expresses or implied, as to the accuracy of the information herein contained. It is for this reason that buyers should avail themselves of the opportunity to make inspections prior to the sale. The buyer acknowledges that he of an agent has inspected all of the assets upon which he will be bidding and/or does purchase. Buyer agrees to accept assets purchased "as-is", "where -is", "in-Place", and "with all faults". The auctioneer expressly disclaims on the part of the auctioneer as agent and the seller, any warranty as to fitness or usability of all the assets, and the buyer expressly waives any claim to any possible future use of the asset purchase whatsoever. All properties listed for auction are subject to sale prior to the auction. The buyer does hereby assume and does agree to indemnify and hold the auctioneer and seller harmless from any future claim which shall pertain to the fitness or use of that asset as being purchase. Announcements made on sale day take precedent over any previously printed material. Not responsible for accidents.