COOPERATING BROKER REGISTRATION & COMMISSION AGREEMENT

Property:____

COOPERATING BROKER INFORMATION

Brokerage Firm Name: ______________________________ Brokerage License Number: ____________

Brokerage Address: ____

Agent Name: ___________________________ Agent License Number: _________________________

Agent Number: ___________________________ Agent Email: ________________________________

PROSPECTIVE BUYER INFORMATION

Buyer Name(s): ____

TERMS AND CONDITIONS

1. **ELIGIBILITY**
   Only actively licensed real estate brokers and agents legally authorized to conduct business in the applicable jurisdiction may participate. Participation is subject to approval by the Seller and/or Listing Brokerage.

2. **REGISTRATION REQUIREMENTS**
   To qualify for a cooperating broker commission, the cooperating broker must

   - Personally introduce and/or show the property to the registered buyer prospect;
   - Register the buyer prospect with the Listing Brokerage prior to the registration deadline;
   - Represent the buyer throughout the transaction process; and
   - Ensure the buyer complies with all auction terms, bidding requirements, and closing obligations.

   If more than one broker attempts to register the same buyer prospect, the first fully completed registration received by the Listing Brokerage, as determined in its sole discretion, shall control.

3. **COMMISSION TERMS**
   A commission equal to two percent (2%) of the final sales price less any buyer's premium shall be paid to the cooperating broker only if ALL of the following occur:

   - The broker's properly registered buyer becomes the successful high bidder;
   - The transaction successfully closes; and
   - The cooperating broker has fully complied with all terms of this agreement.

   No commission shall be deemed earned or payable until the transaction has fully closed and all funds have been disbursed. ***Auction-Only Compensation Limitation.*** *The commission offered under this Agreement is strictly limited to a sale resulting directly from the auction conducted pursuant to the Auction Terms and Conditions. No commission, fee, compensation, procuring cause claim, extension-period claim, protection-period claim, or other payment shall be owed to the Cooperating Broker unless the Cooperating Broker's properly registered bidder is the successful high bidder at the auction, enters into a binding purchase agreement as a result of the auction, and the transaction closes. The Cooperating Broker acknowledges and agrees that registration of a bidder under this Agreement does not create any right to compensation arising from any subsequent listing, private sale, negotiated sale, post-auction transaction, or other disposition of the Property occurring after the conclusion, cancellation, withdrawal, suspension, or termination of the auction, regardless of whether the purchaser was previously registered by the Cooperating Broker.*

4. **EXCLUSIONS**
No commission shall be due or payable if:

- The buyer was previously known to, registered by, or actively negotiating with the Seller, Listing Brokerage, auction company, or another broker;
- The cooperating broker fails to comply with any registration procedures or deadlines;
- The transaction fails to close for any reason; or
- The broker or buyer breaches any auction terms or purchase agreements.

5. **REGISTRATION DEADLINE**
Completed registration forms must be submitted to ***randy@homebuyersadvantage.com*** no later than 3:00 PM on the day prior to the auction closing date, unless otherwise announced in writing by the Listing Brokerage. Late submissions will not be accepted.

6. **ACKNOWLEDGMENT OF TERMS**
By signing below, the cooperating broker and buyer acknowledge that they have reviewed and understand:

- The auction terms and conditions;
- Any available property disclosures and due diligence materials;
- The commission requirements contained herein; and
- That participation in the auction is subject to all published auction rules and procedures.

7. **HOLD HARMLESS / INDEMNIFICATION**
The cooperating broker and buyer agree to indemnify, defend, and hold harmless Best Estate Services, HomeBuyers Advantage LLC, the Seller, and their respective agents, representatives, affiliates, and employees from and against any claims, disputes, commissions, procuring cause claims, damages, or liabilities asserted by any third-party broker or agent relating to the registration or sale involving the buyer prospect identified herein

ACKNOWLEDGMENT AND SIGNATURES

Cooperating Agent Signature: ______________________________ Brokerage Firm: ___________________

Printed Name: ____ Date: __________________________

Prospective Buyer Signature: ____

Printed Name: ____ Date: __________________________

Prospective Buyer Signature: ____

Printed Name: ____ Date: __________________________

HomeBuyersAdvantage
TODAY'S WAY OF BUYING A HOME

Accepted By Listing Brokerage Representative
HomeBuyers Advantage LLC

Date: ___________________

AUCTION TERMS & CONDITIONS

This auction Terms and Conditions Agreement was prepared by Attorney Randy Rosen and is intended to be incorporated by reference into and made part of the Offer to Purchase. This is an attorney-drafted contractual document and is not a Wisconsin- approved WB form.

Best Estate Services, Inc. ("Auction Company"), in partnership with HomeBuyers Advantage LLC. each of which is authorized to conduct the auction sale described herein in accordance with these Terms and Conditions.

SUMMARY AND GENERAL INTENT OF AGREEMENT

This Real Estate Auction Terms and Conditions Agreement ("Agreement") governs the marketing, bidding process, offer formation, and potential sale of the above-referenced Property.

By registering for, participating in, or submitting any bid in connection with this auction, Buyer acknowledges and agrees that such participation constitutes a **legally binding and irrevocable offer to purchase**, subject only to Seller acceptance or rejection as set forth herein.

Buyer further acknowledges that this auction is conducted in reliance upon the express understanding that all bidders are bound by these Terms and Conditions without exception, modification, or reliance upon extrinsic representations not expressly contained herein or in the final executed Offer to Purchase.

PURCHASE PRICE AND BUYER'S PREMIUM

The total Purchase Price to be paid by Buyer shall consist of the accepted bid amount, which shall thereafter be increased by a Buyer's Premium in the amount of **six percent (6%)**.

The bid amount submitted through the online auction platform represents the Buyer's bid before addition of the Buyer's Premium. Upon Seller acceptance, the accepted bid amount shall be increased by a Buyer's Premium of six percent (6%). The accepted bid amount plus the Buyer's Premium shall constitute the total purchase price under the purchase agreement, subject to any lender underwriting, appraisal, and financing requirements applicable to Buyer.

Example: A bid of $100,000 will have an additional +6% Buyer's Premium ($6,000) added to the price resulting in a Total Purchase Price of $106,000.

Buyer acknowledges and agrees that Buyer's Premium is an integral component of the total consideration for the Property and shall be deemed fully earned upon Seller acceptance of the winning bid.

EARNEST MONEY DEPOSIT

Upon acceptance of the winning bid by Seller, Buyer shall be obligated to deliver the earnest money deposit in the amount of **(2%) of the purchase price or $5,000, whichever is greater,** within **2 days** from notice of acceptance.

Such earnest money shall be held in escrow by Focus Title, who will be issuing the title commitment and will be coordinating the closing itself. Ernest money shall be applied toward the Purchase Price at closing.

The Seller agrees to arrange to either wire the earnest funds or deliver a check directly to Focus Title after the execution of the Offer to Purchase by Buyer and Seller. The following contact information for Focus Title should be used to coordinate delivery or wiring instructions:

Focus Title, LLC
2665 S. Moorland Road, Suite 104. New Berlin, WI 53151
Office: (262)957-2005

Buyer acknowledges that earnest money shall become **immediately non-refundable upon Seller acceptance**, except solely in the event Seller is unable to convey good and marketable title in accordance with applicable Wisconsin law.

PROPERTY CONDITION – "AS IS, WHERE IS"

Buyer expressly acknowledges and agrees that the Property is being sold in its present condition, **"AS IS, WHERE IS, WITH ALL FAULTS,"** and without any representation or warranty, express or implied, of any kind or nature whatsoever.

Without limitation, Buyer acknowledges that neither Seller, Auction Company, nor any broker or agent associated with this transaction has made any representation regarding:

- Physical condition of the Property or any improvements thereon
- Structural integrity, mechanical systems, or habitability
- Environmental conditions or potential hazards
- Zoning compliance, permitted use, or future development potential
- Financial performance, valuation, or investment suitability

Buyer further acknowledges that Buyer has been afforded full and fair opportunity to inspect the Property and voluntarily elects to proceed based solely upon Buyer's independent evaluation.

DUE DILIGENCE AND INVESTIGATION

Buyer acknowledges that Buyer bears sole responsibility for conducting all due diligence prior to bidding, including but not limited to physical inspection, title review, zoning verification, environmental assessment, and financial feasibility analysis.

Buyer expressly waives any claim that Buyer did not have sufficient time or opportunity to investigate the Property prior to bidding.

NO CONTINGENCIES

Buyer acknowledges and agrees that all bids, offers, and resulting purchase agreements shall be non-contingent in all respects, including, without limitation, financing contingencies of any kind, appraisal contingencies, sale or closing of other property contingencies, zoning or land use contingencies, inspection contingencies, or any other contingency or condition not expressly approved in writing by Seller.

Financing:

Buyer may obtain financing for the purchase; however, Buyer expressly acknowledges that neither the bid nor any resulting purchase agreement shall be contingent upon Buyer obtaining financing or lender approval.

Seller agrees to reasonably cooperate with Buyer’s financing efforts, including execution of customary documents required by Buyer’s lender, provided such cooperation does not delay closing or impose additional expense or liability upon Seller.

Buyer represents that Buyer has independently verified Buyer’s financial ability and readiness to close the transaction without reliance upon any conditions on financing, lender or other third-party approval.

Alternative Financing Obligation.

Buyer acknowledges that this transaction is **not contingent upon obtaining financing** and Buyer assumes the sole responsibility for securing the funds necessary to close.

If Buyer's lender declines, withdraws its commitment, is unable to close on time, or otherwise fails to provide financing, Buyer shall, within one (1) business day, submit a complete loan application to Broker's or Auction Company's designated preferred lender and shall promptly provide all information and documentation reasonably requested.

If the preferred lender approves financing sufficient to complete the purchase on commercially reasonable terms generally available for a borrower with Buyer's credit qualifications, Buyer shall proceed to closing. Differences in interest rate, lender fees, loan program, or other customary lending terms shall not, by themselves, excuse Buyer from closing. Buyer's failure to timely apply, cooperate, or proceed to closing shall constitute a default under these Terms and Conditions and the Offer to Purchase, entitling Seller to all available remedies, including retention of the Earnest Money where permitted.

Pre-bid property inspection and access policy:

Buyer may, at Buyer’s sole cost and expense, conduct inspections and due diligence prior to submitting a bid.

All properties are offered for sale in their present “AS-IS” condition without inspection or financing contingencies. Buyers are encouraged to conduct any desired inspections, investigations, and financing review prior to submitting a bid or offer.

Pre-bid inspections, if permitted, shall be conducted only prior to the bidding deadline, by appointment, and subject to approval and scheduling by Seller and/or Listing Broker. Seller and Listing Broker reserve the right to limit, condition, supervise, or deny access to the property at their sole discretion.

Any inspections or investigations shall be strictly limited to non-invasive visual inspections and customary operational testing. No destructive, invasive, or damaging testing shall be permitted, including but not limited to dismantling equipment or systems, drilling, cutting, penetrating surfaces, moving personal property, environmental testing, invasive moisture testing, engineering testing, or any activity that may damage the property or interfere with its systems or components.

All inspectors, contractors, or other people entering the property on behalf of Buyer shall be properly licensed and insured, if applicable. Buyer shall be fully responsible and liable for the acts and omissions of Buyer and Buyer’s agents, inspectors, contractors, and representatives.

Buyer shall indemnify, defend, and hold harmless Seller, Listing Broker, and their respective agents and representatives from and against any claims, liabilities, damages, losses, costs, or expenses arising from or related to Buyer’s inspections, access to the property, or activities conducted on the property, including but not limited to personal injury, property damage, mechanic’s liens, or damage to building systems or components.

Buyer shall promptly repair or reimburse Seller for any damage arising from inspections or access activities.

Any inspections, reports, findings, analyses, or conclusions obtained by Buyer are intended solely for Buyer’s independent evaluation and use in determining whether to submit a bid or offer. Seller and Listing Broker shall not be deemed recipients of, or to have reviewed, relied upon, requested, or accepted any inspection reports, findings, or materials unless expressly acknowledged in writing by Seller or Listing Broker.

Submission of a bid or offer constitutes Buyer’s acknowledgment that Buyer has either completed all desired inspections and investigations or voluntarily waived the opportunity to do so, and Buyer agrees to purchase the property in its existing condition without reliance upon post-acceptance inspections, repair requests, renegotiations, or inspection contingencies.

BIDDER REGISTRATION AND QUALIFICATION

All prospective bidders must complete registration and obtain approval from the Auction Company prior to participating in bidding.

Auction Company may, in its sole and absolute discretion, require proof of funds, financing pre-approval, or other documentation evidencing Buyer's financial capacity.

Buyer acknowledges that Auction Company reserves the right to:

- Approve or deny any bidder for any lawful reason
- Impose bidding limitations based on verified financial capacity
- Suspend or revoke bidding privileges at any time

Buyer further acknowledges that Auction Company may condition bidding authorization upon maximum bid approval limits established through submitted financial documentation.

BID PROCESS AND AUCTION AUTHORITY

All bids submitted during the auction shall constitute **irrevocable offers to purchase the Property**.

Buyer acknowledges and agrees that the Auction Company and its appointed Auctioneer shall retain full authority over the conduct of the auction, including but not limited to bid increments, bid acceptance, timing adjustments, and determination of bid validity.

The Auction Company shall have the sole discretion to reject, cancel, or void any bid deemed to be mistaken, non-compliant, fraudulent, or otherwise inconsistent with the orderly conduct of the auction.

All determinations made by the Auction Company regarding bidding procedures shall be final and binding upon all participants.

AUCTION EXTENSION AND TECHNOLOGY

In the event that any bid is placed within the final designated closing period, the auction shall automatically extend for additional increments as determined by the Auction Company in order to ensure competitive bidding fairness.

Buyer acknowledges that the Auction Company is not responsible for technical disruptions, internet failures, software malfunctions, or bidder-side errors, and that such events shall not invalidate the auction.

The Auction Company reserves the right, in its sole discretion, to pause, extend, reopen, or cancel bidding in the event of technical irregularities affecting auction integrity.

SELLER RIGHTS AND ACCEPTANCE

The seller reserves the right to accept or reject any and all bids, regardless of price, and may select an offer in their sole discretion based on financial soundness or other criteria. As a result, the final sale price may differ from the leading bid displayed on the platform.

Furthermore, Seller reserves the absolute right to:

- Counter any bid
- Withdraw the Property from auction at any time prior to acceptance

Unless expressly designated as an absolute auction, no bid shall be deemed accepted until written confirmation is provided by Seller.

CONTRACT EXECUTION REQUIREMENTS

Upon Seller acceptance of the winning bid, Buyer shall be required to execute the WB-11 Offer to Purchase solely for the purpose of memorializing the parties' binding agreement formed upon the Seller's acceptance of the winning bid. The Offer to Purchase shall be prepared by HomeBuyers Advantage within **24-48 hours** from time of notice of Seller's acceptance.

Buyer shall simultaneously deliver the required earnest money deposit as set forth herein.

Failure to execute the required documentation or deliver earnest money within the prescribed time shall constitute a material breach and default.

TIME IS OF THE ESSENCE

Time is expressly declared to be of the essence with respect to all obligations under this Agreement, including but not limited to execution of documents, delivery of funds, and closing performance.

DEFAULT AND REMEDIES

In the event Buyer fails or refuses to fulfill any obligation following Seller acceptance, Seller shall be entitled to retain the earnest money as liquidated damages.

In addition, Seller shall retain all rights available at law or in equity, including recovery of damages resulting from resale of the Property, diminished value, carrying costs, administrative expenses, and reasonable attorney's fees.

Buyer acknowledges that such remedies are not exclusive and shall not limit Seller's legal rights.

CLOSING

Closing shall occur within thirty (30) to forty-five (45) days following acceptance unless otherwise agreed in writing per the terms of the Offer to Purchase.

Seller shall provide good and marketable title in accordance with customary Wisconsin practice, and closing shall be conducted through a licensed title company or closing agent.

AFFILIATED BIDDER DISCLOSURE

Buyer acknowledges and agrees that Best Estate Services, Inc, together with its affiliates, employees, contractors, and related entities, including those associated with HomeBuyers Advantage, LLC. may participate in bidding during the auction process.

Buyer expressly acknowledges that such participation is fully disclosed herein, is conducted under identical bidding rules applicable to all participants, and shall not constitute grounds for objection, rescission, or invalidation of any portion of this auction.