

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 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: _____



Accepted By Listing Brokerage Representative
HomeBuyers Advantage LLC

Date: _____