ProStar Auctions, LLC
Business 54 & Crossing West Drive, Suite 200
P. O. Box 2651
Lake Ozark, Missouri 65049
Office: 573-365-7272 Fax: 573-365-7273

BROKER/AGENTPARTICIPATION AGREEMENT

Broker/Agent Identification ~ hereinafter referred to as "Agent".

Agent Name: _____

Agent Phone No.: _____ **Agent Fax:** _____

Company Name: _____

Company Address: _____

Company Phone No.: _____ **Company Fax:** _____

State Broker License No: _____ **State Agent License No:** _____

Client Identification ~ hereinafter referred to as "Client".

Client Name: _____

Client Address: _____

The above Broker/Agent hereby wishes to register the above client as a potential Purchaser of the following Auction being conducted by ProStar Auctions on Property located at: _____

ProStar Auctions hereby agrees to pay to the registering Broker/Agent on the following terms and conditions; thirty percent (30%) of ProStar Auctions' Buyer's Premium which typically equates to three percent (3%) of the High Bid price if the above referred-to Client is the successful Bidder and who closes on the **terms of the Real Estate Sales Contract**. Broker/Agent understands that to qualify for this commission, **this registration form must be fully completed and received by ProStar Auctions at least forty-eight (48) hours prior to the day of the Auction and that the Broker/Agent must attend the Auction with the Client**. Under no circumstances will Broker/Agent registration be allowed on the day of the Auction. The Client must also fully complete and execute a **Bidder Registration Card** the day of the Auction. There can be **No Exceptions** to these Terms and Conditions and **No Oral Registrations** will be accepted.

It is also understood and agreed that the Broker/Agent shall furnish the appropriate **AGENCY DISCLOSURE FORM**, prior to commencement of the Auction. Broker/Agent shall hold harmless and indemnify ProStar Auctions' as Agents for the Seller and the Seller from any and all claims, costs or expenses, including reasonable Attorney fees which may arise out of any actions, inactions and/or representations made by Broker/Agent in connection with the sale of this property.

CONDUCT OF THE AUCTION: Each property is being sold on an **AS - IS, WHERE - IS** basis. Your Client's complete inspection and the inspection of the property by your Client's expert prior to the commencement of the Auction, is encouraged. Conduct of the Auction and increments of the bidding are at the direction and discretion of the Auctioneer. The Seller and the 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 applicable Real Estate Sales Contract. There will be a **Buyer's Premium** equal to a percentage or an amount added to the high bid to determine the total purchase price to be paid by the Buyer. A Buyer's Premium, as required in the **Term and Conditions** and on the Real Estate Sales Contract shall be paid by the Client to ProStar Auctions.

We are specifically disclosing to the Purchaser that paying **this Buyer's Premium does not create an Agency relationship with the Buyer** and the Buyer acknowledges that ProStar Auctions is an Agent for the Seller.

ProStar Auctions, solely, if needed, shall have full and complete control of negotiations with the Seller in regards to Commissions earned and to be received and the Commission Fee Scale will be based on that figure.

The signatures below indicate acceptance of the above **Terms and Conditions.**

_____ **Date:** _____ _____ **Date:** _____

Broker/Agent Signature **Client Signature**

Accepted by ProStar Auctions, LLC

By: _____ Date: _____