



## Buyer Broker Participation Agreement

*Please Print and Mail, Fax or Email to:*

**Shobe Auction & Realty**

**408 W. Main • Lewistown, MT 59457**

**kyle@shobeauktion.com • Fax: 406-538-8666**

**Property Address/Description:** \_\_\_\_\_

**Auction Date:** \_\_\_\_\_

Shobe Auction & Realty will cooperate with a Buyer Broker at an amount equal to Two Percent (2%) of the highest bid accepted by the Seller. Buyer's Premium monies are not included in the Buyer Broker's commission. To earn a share of commission, Buyer/Broker must agree with and comply with all of the following terms:

- 1) Broker must register his/her Buyer/Bidder by filling out this form, in full, and must fax, email or mail it to Shobe Auction & Realty to be received no later than 48 hours prior to the auction date.
- 2) Broker must show the property in person to his or her Buyer/Bidder.
- 3) Broker must register with his/her Buyer/Bidder at the auction and encourage bidding.
- 4) No oral registration will qualify Broker for commission.
- 5) Broker will not be entitled to a commission if Broker or any member of Broker's family or firm participates, as a principal at the Auction. Broker shall give an affidavit to this effect if requested.
- 6) Broker's Buyer/Bidder must be the high bidder on the property and the Seller must accept the bid.
- 7) Broker's Buyer/Bidder must sign the Buy-Sell Agreement immediately following the close of the Auction.
- 8) Broker's Buyer/Bidder must make payment of the proper earnest money deposit no later than the Buy-Sell signing.
- 9) Broker's Buyer/Bidder must close on the property within the time as stated in Buy-Sell Agreement.
- 10) Broker's commission will be due upon final closing of the purchase by his Buyer/Bidder with all consideration paid in full. Commission will only be paid at the time of closing and will be disbursed by the Title Company.
- 11) In no case will any portion of the Buyer's Premium be shared with the cooperating Buyer Broker.
- 12) Only the first registration of Buyer/Bidder will be accepted and honored.
- 13) Broker agrees to hold harmless and indemnify Shobe Auction & Realty including its reasonable attorney's fees from any and all claims with regard to such commission.
- 14) Broker is allowed only one Buyer/Bidder per auction event.
- 15) Broker must bring all forms that their office requires, to be signed at the signing of the Buy-Sell Agreement.
- 16) Broker must have Bidder sign this form acknowledging representation. No Broker will be recognized on a prospective Buyer/Bidder that has previously contacted Seller or Shobe Auction & Realty or has been previously contacted by Seller or Shobe Auction & Realty. A complete registration file on all prospective Buyers/Bidders will be maintained by Shobe Auction & Realty.

**There are NO EXCEPTIONS to this procedure.**

**Broker and Buyer(s)/Bidder(s) agree to all the terms stated in this agreement.**

\_\_\_\_\_  
**Broker's Name**

\_\_\_\_\_  
**Agent's Name**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Agent's Phone Number**

\_\_\_\_\_  
**Company Address**

\_\_\_\_\_  
**Buyer/Bidder's Name(s)**

\_\_\_\_\_  
**Company City/State/Zip**

\_\_\_\_\_  
**Buyer/Bidder's Address**

\_\_\_\_\_  
**Broker/Agent Signature**

\_\_\_\_\_  
**Buyer/Bidder's Signature**