



**Farm & Home Sales**

## **Buyer's Broker Registration & Participation Guidelines**

**315.06 acres**

**Location: SE Flint Hills Road & SE 70<sup>th</sup> Street, Rosalia, KS 67132 – Butler County**

**ONLINE AUCTION ONLY**

**Bidding opens Jan. 10 2024 @ 11 a.m. CST – Soft Close on Feb. 20, 2024 at 2 p.m. CST**

### **Buyer's Broker Information**

Name: \_\_\_\_\_ License # of Salesperson/Broker: \_\_\_\_\_  
Brokerage: \_\_\_\_\_ License # of Brokerage: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_ Office Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

### **Bidder (Client) Information**

Name: \_\_\_\_\_ Marital Status: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

### **Broker Participation Guidelines**

1. A commission will be paid based on the following guidelines to a properly licensed real estate broker who submits their Broker Registration Form in conjunction with the guidelines outlined herein and whose client is the successful buyer of the property. Buyer must successfully close on the property and must pay the total contract sales price for the property. Ten Percent (10%) of total commissions paid will be paid to the cooperating brokerage as stated in the Terms and Conditions.
  - No Broker will be recognized on a prospect who has viewed the property or attended scheduled Viewing Date prior to the Broker completing #1 as listed above.
  - No Broker will be recognized on a prospect who has called our office about this specific auction prior to the Broker completing #1 as listed above.
2. To be entitled to any commission, the broker must:
  - a) Register their client by filling out this Buyer's Broker Registration Form completely, including the signature of the client on the form.
  - b) **Deadline:** Submit the Buyer's Broker Registration Form to Auctioneer no later than **12 p.m. on Feb. 19, 2024.**
  - c) Attend auction, register with the client, and assist with any bidding needs.
  - d) Abide by the guidelines outlined herein.

3. The Broker, by placing their signature below, certifies, agrees, and acknowledges that:
- a) The Broker will not claim any exceptions to the procedures outlined in this document unless made in writing and signed by Auctioneer.
  - b) No oral registration will qualify Broker for commission.
  - c) The Broker's commission will be due at the closing of the property purchased by the Broker's client after all consideration is paid in full and will be disbursed by the escrow agent.
  - d) Broker is only allowed to represent one (1) client in the auction.
  - e) The Broker will not receive a commission without the signature of the client on the Buyer's Broker Registration Form.
  - f) The Broker will be representing the bidder/buyer listed as their agents.
  - g) The Broker is not a sub-agent of Auctioneer and represents their client solely as a Buyer's Agent.
  - h) No Broker will be recognized for a commission that is participating as a principal, buyer, or partner in the purchase of the property.
  - i) Broker or any agent representing the brokerage will not engage in any solicitation at the auction.

Broker Signature: \_\_\_\_\_ Date: \_\_\_\_\_

4. The Broker's Client, by placing their signature below, certifies, agrees, and acknowledges that:
- a) I have read and agree to the Terms and Conditions of the auction.
  - b) I am responsible to personally inspect the Property and all improvements.
  - c) I accept full responsibility for any due diligence needed to make a well-informed bidding decision.
  - d) I understand that any improvements are being sold as-is, without covenant or warranty, expressed or implied.
  - e) I understand that, in the event I am the successful purchaser of the Property, and if I fail to close without fault of the Seller, my earnest money deposit will be forfeited.
  - f) Commission shall be paid only to Broker representing Client as acknowledged in this form.
  - g) Client shall hold harmless and indemnify Auctioneer and Seller from any and all representations made by Buyer's Broker.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Conduct of the Auction:** Each property is being sold **as is, where is**. Buyer is encouraged to inspect and utilize expert inspection prior to the auction. Conduct of the auction and increments of the bidding are at the direction and discretion of the Auctioneer. Seller and Auctioneer reserve the right to refuse admittance or 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 day of sale take precedence over printer matter. If Brokerage's prospect is the successful bidder, they must sign the United Country Farm & Home Sales purchase agreement and deposit 10% of purchase price as nonrefundable earnest money at the conclusion of the Auction in the trust account with Security 1<sup>st</sup> Title, 2127 N. Collective Ln, Wichita, KS 67206.

**For Additional Information:**

Mike Landwehr, Salesperson  
Randall D. Landwehr, Associate Broker  
United Country – Farm & Home Sales  
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