



**BROKER/REALTOR  
PARTICIPATION AGREEMENT**  
2687 Mt. Moriah Terrace, Memphis, TN 38115  
Office (901) 565-7770 Fax (901) 565-7745

This form **MUST** be completed and received by Morris Auction Group at least twenty-four (24) hours prior to the auction. Forms may be faxed to (901) 565-7770 but must still be received prior to deadline. Reception of faxes is not guaranteed.

Broker/Realtor \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Realtor Phone No. \_\_\_\_\_ Realtor Fax \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Company Phone No. \_\_\_\_\_ Company Fax \_\_\_\_\_  
 Client's Name \_\_\_\_\_  
 Client's Address \_\_\_\_\_

The above Broker/Realtor hereby wishes to register the above Client as a potential Purchaser of the following property being sold at auction conducted by Morris Auction Group located at:

\_\_\_\_\_  
*(Property address, city, state, zip)*

1. Morris Auction Group ("Morris") hereby agrees to pay to the registering Broker/Realtor on the following terms and conditions; a commission percentage of the net real estate commission received by Morris at closing, if the above referred to Client is the successful bidder and who closes on the terms of the Sales Contract.
2. **COMMISSION** If the Client of the Broker/Realtor is the high bidder for the Property listed herein, executes the Sales Contract, such bid is accepted by Seller and there is a closing on such Sales Contract, then the Broker/Realtor shall receive **Twenty percent (20%)** of the net commission received at closing by Morris.
3. The Broker/Realtor understands that to qualify for this commission, this registration form must be received by Morris not later than 24 hours prior to the advertised date and time of the Auction.
4. The Broker/Realtor must attend the Auction with the Client. Broker understands that he/she may only represent one (1) client per property.
5. The Client must fully complete and execute a **Bidder Registration Card** on the day of the Auction prior to commencement of the Auction.
6. **CONDUCT OF THE AUCTION:** Each property is being sold on an **AS-IS, WHERE-IS** BASIS. Your Client should complete any inspection of the property prior to the commencement of the Auction. Conduct of the Auction and increments of the bidding are at the direction and discretion of the Auctioneer.
7. **BUYER'S PREMIUM:** If the Client is the successful Bidder, they agree to execute the Morris Sales Contract. There is a Buyer's Premium equal to Ten percent (10%) of the last and highest Bid which is added to the bid to establish the actual Purchase Price on the Sales Contract. A Bid Deposit as required in the Term and Conditions and on the Sales Contract shall be paid by the Client, and deposited into the closing attorney's escrow account. We are specifically disclosing to the Purchaser that paying this Buyer Premium does not create an Agency relationship with the Buyer(s) and the Buyer acknowledges that Morris and any of its associates acts only as an Agent for the Seller.
8. Morris 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.
9. Announcements made by the auctioneer at the time of the sale take precedence over all printed materials.
10. There can be No Exceptions to these terms and conditions, and No Oral Registrations will be accepted.

The signatures below indicate acceptance of the above terms and conditions:

Realtor Signature \_\_\_\_\_ Prospects Signature \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_

**Accepted by Jeff Morris, Auctioneer, Principal Broker, Morris Auction Group**

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_

Return to: **Morris Auction Group**, 2687 Mt. Moriah Terrace, Memphis, TN 38115 or by fax (901) 565-7745.