

# BROKER/AGENT REGISTRATION/PARTICIPATION AGREEMENT

\_\_\_\_\_ (“Registered Broker/Agent”) a Broker/Agent with  
(Name of Broker/Agent)

\_\_\_\_\_ hereby register my Client, \_\_\_\_\_  
(Brokerage)

\_\_\_\_\_ for the March 19, 2010 auction of **2424 33rd St SE, Ruskin, FL 33570**  
(Client) (Date) (Address) (City, State, Zip)

## BROKER HEREBY AGREES TO THE FOLLOWING:

If my Client is the Successful Bidder at the Auction, I will receive a referral of 2% (two percent) (not including the buyer’s premium) upon compliance with all terms and conditions of this agreement. It is understood and agreed that Client must acknowledge my representation by signing this agreement and I will attend the auction with the client. Referral fee will be paid upon closing under the Purchase Agreement. It is understood and agreed that no referral fee or compensation whatsoever shall be due unless and until each of the following conditions has occurred: (i) my delivery of this Broker/Agent Registration/Participation Agreement to Randy Kincaid Realty. (ii) execution by Client and ratification by Seller of the Purchase Agreement; and (iii) actual and final closing of title as evidenced by execution, , delivery, and recording (where applicable) of all closing instruments, and payment in full of the purchase price specified in the Purchase Agreement. It is further understood and agreed that if for any reason whatsoever the sale is not finally closed, including acts, omissions, or negligence on the part of the Seller and/or Auctioneer, Auctioneer and Seller are relieved from any and all liability, claim or charge whatsoever, and no referral fee or other compensation shall be due or payable to me. If my Client defaults under the Purchase Agreement and this default results in forfeiture of the Deposit (as defined in the Purchase Agreement), or any portion thereof, or Client pays or becomes liable for damages to Seller, I shall not be entitled to any portion of such forfeited deposit(s) or damages. Should a lesser commission be negotiated by the broker the participating brokers fee will be likewise reduced.

THE MAXIMUM BROKER PARTICIPATION WILL NOT EXCEED 2% (TWO PERCENT) OF THE HIGH BID.

I hereby and represent and warrant that I am, a duly licensed real estate Broker/Agent under the laws of Florida.

It is understood and agreed that this registration/participation agreement is valid only for the day of the Auction and expires upon conclusion of the Auction, unless my client is the Successful Bidder at the auction.

## AGENT HEREBY AGREES TO THE FOLLOWING:

I hereby acknowledge that the within named Broker/Agent is my sole and exclusive representative in this matter.

THIS AGREEMENT MUST BE COMPLETED IN FULL BY ALL PARTIES AND FORWARDED BY MAIL (or FAX) TO:

Randy Kincaid Realty  
3809 CR 542 East  
Lakeland, FL 33801  
Phone (863) 666 1977 fax (863) 667 0633

THIS AGREEMENT MUST BE RECEIVED AT THE ABOVE ADDRESS OR FAX or email NOT LATER THAN 24 hours prior to the auction date.

CLIENT:

REGISTERED BROKER/AGENT:

Name Printed \_\_\_\_\_

Name Printed: \_\_\_\_\_

Signature (client) \_\_\_\_\_

Signature (Broker/Agent): \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Phone( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

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

Randy Kincaid Realty by: \_\_\_\_\_ Date \_\_\_\_\_