

MITCHUM AUCTIONS AND REALTY, LLC  
dba MITCHUM AUCTIONS  
900 Shackleford Road, Suite 300

Little Rock, Arkansas 72211

Phone 501-227-7653(SOLD) Fax 501-224-3100

BROKER/REALTOR  
PARTICIPATION AGREEMENT

This form MUST be completed and received by Mitchum Auctions at least twenty-four (24) hours prior to the auction. Forms may be faxed to: 501-224-3100; but must still be received prior to deadline. Reception of faxes is not guaranteed.

Realtor \_\_\_\_\_  
Realtor Phone No. \_\_\_\_\_ Realtor Fax \_\_\_\_\_  
Company Name \_\_\_\_\_  
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 Auction being conducted by John Mitchum, Auctioneer/Roebuck Auctions on Property located at:

\_\_\_\_\_

Property you're registering for

John Mitchum, Auctioneer/Mitchum Auctions hereby agrees to pay to the registering Broker/Realtor on the following terms and conditions; a Commission of Twenty percent (20%) of the net Real Estate Commission due at closing, if the above referred to Client is the successful Bidder and who closes on the terms of the Purchase Contract. The Broker/Realtor understands that to qualify for this commission, this registration form must be fully completed and received by John Mitchum, Auctioneer at least twenty-four (24) hours prior to the auction and that the Broker/Realtor must attend the Auction with the Client. The Client must also fully complete and execute a Bidder Registration Card on the day of the Auction. There can be No Exceptions to these terms and conditions, and No Oral Registrations will be accepted.

**CONDUCT OF THE AUCTION:** Each property is being sold on an AS-IS, WHERE-IS BASIS. Your Client completes 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 Mitchum Auctions Purchase Contract. There will be a Buyer Premium equal to Ten percent (10%) of the last and highest Bid added to the last and highest Bid to establish the actual Sale Price on the Purchase Contract. Any Deposit as required in the Term and Conditions and on the Purchase Contract shall be paid by the Client, and deposited into the Mitchum Auctions Escrow Account or its designated closing agent or Title Company. 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 John Mitchum, Auctioneer an agent of Mitchum Auctions is an Agent for the Seller.

John Mitchum, Auctioneer/Mitchum Auctions solely, if needed, shall have full and complete control of negotiations with the Seller in regards to commissions earned and to be received.

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

Bidder's Signature \_\_\_\_\_  
Date \_\_\_\_\_

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