

# AMERICAN HERITAGE AUCTIONEERS, LLC.

28461 US Hwy 19 N., Clearwater, Florida, 33761 Phone 727-726-7272 Email: auctionmp@aol.com

## **Broker Participation Agreement**

The Brokerage firm named below shall receive **1%** percent of the High Bid amount or if commission is negotiated, (**10%**) of the net commission received by American Heritage Auctioneers, LLC. (hereinafter as AHA). Net commission is defined as the amount of commission after any expense(s) relating to the sale have been deducted. These expenses include but are not limited to: any advertising paid by AHA, auction day personnel, etc. The remainder is considered the "net commission". Commissions will be distributed by AHA only after the closing and only after AHA has received their commission.

AHA must receive this form not later than **48 hours prior to the auction sale date and time**. This form may be sent via Email, facsimile, US mail, or delivered in person. Each registration will be dated upon arrival at our office.

**YOU must attend the sale and register your qualified Buyer at the auction for a bid number and remain with Buyer until the end of contracting. There are no exceptions.**

In any actions brought to enforce the terms of this agreement, the successful party shall be entitled to recover, in addition to other damages, attorney fees and court costs incurred in said litigation. This agreement shall be governed, construed and enforced under the laws of the State of Florida. The parties agree that any action of proceeding to enforce or construe the terms of this agreement shall be brought in the court of the appropriate jurisdiction in Pinellas County, Florida, the parties hereby submitting to the in-personam jurisdiction of said court. The National Association of Realtors or any of it's affiliates shall have no jurisdiction over this agreement or any other matter between the parties that relate to this Auction Sale.

**Any changes to this Agreement shall not be effective unless agreed to in writing by all parties**

**This constitutes the entire agreement between the parties.** By executing this Agreement, the parties hereto agree to the terms and conditions within this Agreement. This Agreement is unenforceable and not accepted until signed and executed by ALL PARTIES.

AUCTION PROPERTY ADDRESS: **4560 Concord Pkwy S, Concord, NC 28027**

DATE of AUCTION: Wednesday June 29<sup>th</sup>, 2022, at 12pm

BUYERS NAME (as you will take title): \_\_\_\_\_

BUYERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

BROKERAGE FIRM NAME: \_\_\_\_\_

BROKER ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

SALESPERSON'S NAME: \_\_\_\_\_

SALESPERSON SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This agreement is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ For American Heritage Auctioneers, LLC.

*Michael Peters, Broker/Auctioneer*