



AUCTION MARKETING ADDENDUM TO LISTING BROKER’S AGREEMENT WITH SELLER (Rev.4-11)

DATE: _____

1. This is an addendum to the listing agreement between _____, hereafter called the “**SELLER(S)**” and _____, hereafter called the “**LISTING BROKER**” (Current MLS # _____). This addendum is an agreement to employ the services of United Country-Absolute Auctions & Realty, Inc., hereafter called the “**AUCTIONEER.**” Said parties agree to the terms herein specified and for the duration of this listing agreement or 90-days post-auction, whichever is greater.

2. The “**SELLERS**” and “**LISTING BROKER**” mutually agree and consent to offer the listing in its entirety at Public Auction conducted by “**AUCTIONEER**” on or about June 8, 2008. Prior to June 8, 2008, and commencing with the execution of this addendum, all pre-auction offers will be presented to “**SELLER**” on “**AUCTIONEER**” supplied forms or approved substitutes. “**SELLER**” agrees to comply with the terms specified by the “**CONTRACT FOR PURCHASE AND SALE OF (Applicable State) PROPERTY**” supplied by “**AUCTIONEER**” without modification.

3. It is agreed by “**SELLER**” and “**LISTING BROKER**” that for the duration of this addendum, there will be NO seller’s commission due from “**SELLER**” to “**LISTING BROKER**” as specified by the congruent agreement to which this addendum is attached. NOTE: If property is sold by “**SELLER**” outside of this agreement without the ten-percent (10%) Buyer’s Premium, “**SELLER**” agrees to pay “**AUCTIONEER**” ten-percent (10%) of the contract price.

4. “**SELLER**” to select their choice of ONE of the following entry/selling methods (Please initial):

Entry Fee Option No. 1 - \$0 (No cost for entry.)

_____ The “**SELLER**” agrees to sell the above referenced property to the highest bidder at ‘**Absolute Auction with no minimum or reserve, and understands/agrees that the property will be sold to the highest bidder regardless of price.**’ The “**SELLER**” may not bid personally or through an agent unless the auction is being conducted to separate multiple titled owners from the title or when the property is part of a corporate dissolution or divestiture of corporate-owned realty. “**SELLER**” agrees to provide “**AUCTIONEER**” an executed “blank” copy of the “Contract for Purchase and Sale of (Applicable State) Property” with this addendum.

-- or --

Entry Fee Option No. 2 - \$795 (Seven Hundred Ninety-five Dollars, US.)

_____ “**SELLER**” agrees to pay a \$795.00 entry fee to “United County Auction Services” upon execution of this agreement and has established that the minimum acceptable bid shall be:

\$ _____ .00 (_____ Dollars, US.) “**AUCTIONEER**” is granted the right to bid on behalf of the “**BUYER**” and or “**SELLER.**” In no event shall any bid be construed as an offer to purchase by the “**AUCTIONEER.**”

5. Seller affirmatively represents that he/she has no knowledge of any violations on this property which are environmental in nature. Said violations include but are not limited to the presence of any substance which, if noted on the property, would be a violation of any Federal, State, County or Town/Village/City statute, regulation, rule or codified language, the violation of which would result in impunity to the property owner. Likewise, Seller expressly represents the same with respect to any adjacent property. Seller agrees to hold harmless and indemnify the listing broker and auctioneer and/or sales associates, employees, or

agents, against any action, claim, demand, fine, penalty, or any other such description which would constitute a monetary claim arising from said sale. Seller agrees to hold harmless and indemnify the aforementioned parties, in the event that circumstances disclose that Seller has misrepresented the condition of the property, or, that any present claim existed for theft, property damage, personal injury or other losses.

6. The "LISTING BROKER" agrees to maintain this listing in a professional manner, including, but not limited to, (1) keeping a current and active real estate license, (2) conducting open house and property showings, (3) gathering and sharing accurate information regarding the subject property with the "AUCTIONEER", and, (4) facilitating and monitoring all closing activities leading to a timely, accurate, and professional closing. "LISTING BROKER" agrees to provide all potential purchasers of this property, both past and present, all the information available concerning this property and the upcoming auction details (i.e., date, time, place, terms and condition of sale, etc.) in a timely manner. The "LISTING BROKER" will post the "AUCTIONEER" property sign to the subject property and provide "AUCTIONEER" with digital images for print and Internet marketing. The aforementioned representations do not apply to any circumstance which is beyond the control of the listing broker.

7. "AUCTIONEER" and "LISTING BROKER" shall be compensated by the Buyer. Same shall occur by adding 10% to the auction strikedown price, and shall be paid in accord with the "Terms and Conditions of the Auction," and the "Contract for Purchase and Sale of (Applicable State) Property."

8. The "AUCTIONEER" will pay the "LISTING BROKER" a commission equal to 25% (twenty-five percent) of the Buyer's Premium upon closing of title.

9. If the highest bidder at auction forfeits a down payment and has not paid the AUCTIONEER" the 10% Buyer's Premium, said down payment shall be equally divided between "SELLER" and "AUCTIONEER" to the extent of "AUCTIONEER'S" commission. The "AUCTIONEER" agrees to pay the "LISTING BROKER" 25% (twenty five percent) of the total escrow funds retained by "AUCTIONEER." This remedy is not exclusive.

10. The "AUCTIONEER" agrees to use their expertise and professional skill to advertise, promote, and conduct the auction on the property listed. The "Auctioneer" shall design, implement, and oversee the advertising/promotion campaign in conjunction with United Country Auction Services. The promotion shall include, but not be limited to, print advertising, Internet promotion, auction location facility, coordinating open house and property showings, compiling and distribution of bidder packets, and conducting Buyer Seminars (as the "AUCTIONEER" may determine to be necessary). The "AUCTIONEER" shall be responsible for conducting the auction. The "AUCTIONEER" shall furnish at their expense auctioneers, bid assistants, clerks, cashiers, and any other necessary personnel and equipment.

SELLER DATE

SELLER DATE

LISTING BROKER DATE

Susan A. Doyle, Broker DATE
UNITED COUNTRY- ABSOLUTE AUCTIONS & REALTY, Inc.



United Country - Absolute Auctions & Realty

Professional Auctioneers

Certified Appraisers

Licensed Brokers in
New York, New Jersey
and Connecticut

Real Estate Brokers:
Susan A. Doyle, CAI, ISA
Robert A. Doyle,
CAI, ISA, CAGA

Associate Broker:
Frank T. Pietrzak, CAGA

Real Estate Salespersons
Paul L. Stansel, CAGA
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BUYER'S BROKER PARTICIPATION AND AUTHORIZATION – 6/8/08

Date: _____

Client Name(s): _____

Address of Subject Property: _____

Subject Property Town/City: _____ State: _____

I will be attending the auction of the aforementioned property, and state that said property was introduced to me by **Broker/Salesperson** _____ of the below named Real Estate Company. I have contacted neither the Seller nor the Auction firm directly, nor have they previously contacted or notified me directly or by mail. I understand that I am not authorizing him/her to act for me, nor will I be responsible for any fee or commission for his/her services.

MY (OUR) REASONABLE OPENING BID WILL BE: \$ _____

Client Signature(s): _____

Real Estate Company: _____

Broker/Salesperson: _____

E-mail address: _____

Office Address: _____

Phone: () _____ - _____ Fax: () _____ - _____

This form must be returned to the Auctioneers/Brokers at the address contained herein or to fax (845) 635-5140, prior to 4:00 PM on Friday, June 6, 2008, to be valid. Please verify receipt. This form will entitle the Broker Participant to a commission equal to 20% of the net commission received by United Country – Absolute Auctions & Realty, Inc. to be paid upon successful closing of title, providing the client(s) named herein is/are the successful bidder(s) on this property and close the transaction in accordance with the auction contract for purchase and sale. Broker Participation is offered only to licensed real estate brokers and salespersons accompanying a successful bidder/purchaser to the subject property/auction. It is understood that a 'Participating Broker' is an agent of the Buyer exclusively and does not represent the Seller or subject property being sold. No commission will be paid to broker participants who may be representing themselves or members of their family or if this form is not properly executed or received by Auctioneers/Brokers.

UC-AAR Broker's Signature: _____

Date Received by AAR: _____ Time received: _____ By: _____



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BROKER'S PROPERTY REFERRAL AGREEMENT FOR 06-08-2008 AUCTION

Date: _____

Real Estate Company: _____

Referring Broker/Salesperson: _____

E-mail address: _____

Office Address: _____

Phone: () _____ - _____ Fax: () _____ - _____

Referred Owner's Name: _____

Address of Referred Property: _____

Referred Property Town/City: _____ State: _____

Owner E-mail: _____ Phone: () _____ - _____

Brief description of referred property (type, size, acreage, etc.): _____

Please answer each question by marking "X" in the space provided:

Q? Is this property currently listed by you? YES _____ NO _____

Q? If not listed by you, is it listed with any another Broker? YES _____ NO _____

This form must be returned to the Auctioneers/Brokers at the address contained herein or to fax (845) 635-5140 in order to be valid. Please

verify receipt. This form will entitle the Referring Broker's agency named above to a referral-commission equal to "ONE-AND-A HALF (1.5) POINTS" or one-and-a-half percent of the bid amount accepted by Seller, and paid from the commission received at closing by United Country-Absolute Auctions & Realty, Inc., providing the client(s) named herein is/are the Seller of this property and the transaction closes in accordance with the terms of the auction and the auction contract for purchase and sale. No referral-commission will be paid to broker participants who may be representing themselves or members of their family or if this form is not properly executed or received by Auctioneers/Brokers.

UC-AAR Broker's Signature: _____

Date Received by AAR: _____ Time received: _____ By: _____