## McCurdy A U C T I O N L. REAL ESTATE SPECIALISTS

## AUCTION REFERRAL AGREEMENT

	TION REFERRAL AGREEMENT (the "Agreement") is made and is enter appearing at the end of this Agreement (the "Effective Date") by and be appeared to the second secon	
	Multi-Property	(the "Referring Agent")
of	Thursday, April 19th, 2018 at 5:30 PM Auction, LLC ("McCurdy").	(the "Referring Agent Company)
	PERTY: McCurdy will conduct an auction of the property commonly known	
and legally desc	cribed as follows:	
including the in	nprovements thereon and appurtenances thereto belonging (the "Real Esta	ate").

- **2. AUCTION DATE:** The date of the auction will be at the time set forth in the listing agreement for sale at auction between the seller of the Real Estate (the "Seller") and McCurdy. (the "Auction Date").
- 3. BUYER'S PREMIUM: There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid offered for the Real Estate (the "Buyer's Premium") and the total purchase price for the Real Estate will consist of the final bid plus the Buyer's Premium. All pre-auction offers, or post-auction offers procured as a direct result of the auction, will be subject to the Buyer's Premium
- **4. COMMISSION:** For all sales subject to the Buyer's Premium, Referring Agent will be paid a fee equal to \_\_\_\_\_% of the final bid
- **5. NO SALE AND COMMISSION SCHEDULE:** If, within 15 days of the Auction Date, the Real Estate is not under contract and no negotiations with a potential buyer are ongoing, then the following will occur:
  - a. McCurdy will update the Multiple-Listing Service to reflect a traditional listing; and
  - **b.** The Buyer's Premium will be abandoned and Referring Agent will be paid a fee equal to 20% of the gross commission collected by McCurdy if the Real Estate is sold as a traditional listing.
- **6. REFERRAL AGENT AS BUYER'S AGENT:** Referring Agent may not register or represent buyers of the Real Estate while the term of this Agreement is in effect.
- **7. TERM OF AGREEMENT:** The term of this Agreement will be from the Effective Date to the expiration of the listing agreement for sale at auction between Seller and McCurdy.
- **8. GOVERNING LAW, VENUE, AND JURISDICTION:** This Agreement is to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County Kansas District Court or the United States District Court in Wichita, Kansas. The parties submit to and accept the jurisdiction of such courts.
  - 9. WAIVER OF JURY TRIAL: The parties waive the right to trial by jury in all matters regarding this Agreement.

- 10. MODIFICATION AND NON-WAIVER: This Agreement may be amended only by an agreement, in writing, signed by all the parties. A failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof will not constitute a waiver of any such breach or any other covenant, duty, agreement, or condition. A waiver upon one or more occasion will not constitute a bar or a waiver of any right or remedy on any future occasion.
- 11. SEVERABILITY: In the event that any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Agreement will not be in any way impaired.
- 12. FURTHER ACTS: The parties agree to execute and deliver, or cause to be executed and delivered, such further instruments or documents or take such other action as may be reasonably necessary or convenient to carry out the intent and purpose of this Agreement.
- **13. MERGER:** This Agreement constitutes the entire agreement between the parties and supersedes any previously executed contracts and representations, verbal or written.
- **14. INTERPRETATION:** The headings used in this Agreement are for convenience only and do not constitute a part of this Agreement. All references in the singular are to be construed to include the plural where applicable and the masculine to include the feminine or neuter gender where applicable, and all covenants, agreements, and obligations herein assumed by the parties are joint and several covenants, agreements, and obligations. The language used in this Agreement is to be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction is to be applied against any party. If any date under this Agreement on which an event is to occur or notice is to be given falls on a Saturday, Sunday, or federal holiday, then such date will be the first business day following such Saturday, Sunday, or federal holiday.
- 15. SIGNATURE BY ELECTRONIC MAIL AND IN COUNTERPART, AGREEMENT TO USE ELECTRONIC SIGNATURES: This Agreement may be executed in any number of counterparts, and each such counterpart will be deemed to be an original instrument, but all such counterparts together will constitute one Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or as a PDF attached to an email will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. The parties agree that this transaction may be conducted through electronic means in accordance with the Kansas Uniform Electronic Transactions Act (K.S.A. § 16-1601 et seq.).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

REFERRING AGENT:		MCCURDY AUCTION, LLC:		
Signature	Date	$-{\mathrm{By}}$	Date	
		12041 E. 13 <sup>th</sup> St. N.		
		Wichita, Kansas 672	06	
Company		Office: (316) 683-0612		
		Fax: (316) 683-8822		
			Pre-Auction Manager Email: kcox@mccurdyauction.com	
Phone		_		
Email		_		

Pursuant to K.S.A. § 58-3076, a licensee or anyone on behalf of any such licensee or firm, whether licensed in this state or in another state shall not solicit a referral fee without reasonable cause. Reasonable cause shall not exist unless one of the following conditions exists: (1) An actual introduction of business has been made; (2) a contractual referral fee relationship exists; or (3) a contractual cooperative brokerage relationship exists.