



AUCTION REFERRAL AGREEMENT

This **AUCTION REFERRAL AGREEMENT** (the "Agreement") is made and is effective as of the latest date set forth below the signature lines appearing at the end of this Agreement (the "Effective Date") by and between:

_____ Multi-Property _____ (the "Referring Agent")
of _____ Thursday, April 19th, 2018 at 5:30 PM _____ (the "Referring Agent Company")
and McCurdy Auction, LLC ("McCurdy").

For and in consideration of the mutual promises, covenants, and payments hereinafter set out, the parties hereby agree as follows:

1. PROPERTY: McCurdy will conduct an auction of the property commonly known as:

and legally described as follows:

including the improvements thereon and appurtenances thereto belonging (the "Real Estate").

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.

