

# BEHM'S AUCTION & REAL ESTATE SERVICES, LLC

Auctioneer of Real Estate, Estates & Personal Property

225 West Roy Furman Highway

Wind Ridge, PA 15380

724-428-3664 304-845-2666

## AGREEMENT OF SALE

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ by and between

\_\_\_\_\_ Seller

\_\_\_\_\_ Attorney

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

and \_\_\_\_\_ Buyer

\_\_\_\_\_ Attorney

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

The seller agrees to sell and convey and the buyer agrees to purchase the following described real estate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real estate is sold as is, where is, without any warranties or additional contingencies.

Deed Vol. \_\_\_\_\_ Page \_\_\_\_\_

Bid Price \$ \_\_\_\_\_

Buyer's Premium \$ \_\_\_\_\_

Total Sale Price \$ \_\_\_\_\_

Total Paid Down \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_

Monies paid down will be held in escrow by auctioneer. Possession shall be given at closing; Seller shall maintain fire insurance until closing. Cost of transfer stamps shall be shared equally. The seller agrees to deliver a good deed at his cost.

Witness \_\_\_\_\_ Buyer

Witness \_\_\_\_\_ Seller

Date \_\_\_\_\_

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## Waiver and Release of Liability

### Read Carefully Before Signing

In consideration of, and as a condition of participating in the auction of the real property located at \_\_\_\_\_ (hereinafter "Property") conducted by Behm's Auction & Real Estate Services, LLC (hereinafter the "Auctioneer") on behalf of \_\_\_\_\_ (hereinafter "Seller"), the undersigned \_\_\_\_\_ (hereinafter "Participant"), acknowledges, appreciates, and agrees that:

1. Auctioneers are acting as agents only for the seller.
2. Closing costs is the responsibility of the buyer and closing will be \_\_\_\_\_ days from date of auction.
3. It is the responsibility of the buyer or his agent to inspect the property and ask any questions prior to day of auction.
4. Participant knowing and freely assumes all such risks, both known and unknown, and assumes full responsibility for those risks; and
5. Participant HEREBY RELEASES AND HOLDS HARMLESS Seller, Auctioneer, and their directors, agents, employees, assigns, successors and servants from any and all claims, expenses, damages, suits, judgments, and causes of action of any kind or character whatsoever, including but not limited to, property claims, contamination claims, tortuous or contract claims, or mixed claims of any kind or character, that the Participant may hereafter have, known and unknown, stemming in whole or in part from purchasing or bidding on the Property including any claims involving the removal, relocation of remediation of contaminated property or claims of title to the Property.

**I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
(Participant's Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed Name and Title)

# BEHM'S AUCTION & REAL ESTATE SERVICES, LLC

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## Broker/Realtor Participation Agreement

Realtor

Phone

Fax

Company Name

Company Address

Client's Name

Client's Address

Client's Phone Number

Client's Opening Bid \$

The above Broker Realtor hereby wish to register the above client as a potential Purchaser of the following Auction being conducted by Behm's Auction & Real Estate Services, LLC. The property is located at:

Behm's Auction & Real Estate Services, LLC hereby agrees to pay the registering Broker Realtor on the following terms and conditions: A commission of up to 20 percent (20%) of the net real estate commission after expenses, if the above referred to Client is the successful Bidder and who closes on the Terms of the Purchase Contract. Broker Realtor understands that to qualify for this commission, this registration form must be received by Behm's Auction and Real Estate Services, LLC prior to the day of the Auction and that the Broker Realtor must attend the Auction with the Client. Client must also fully complete and execute a Bidder Registration Card the day of the Auction and complete in its entirety. There can be NO EXCEPTIONS to these terms and conditions, and NO ORAL REGISTRATION will be accepted.

Buyer will close the real estate within 45 days of the day of the Auction and for signing of the purchase contract.

It is also understood and agreed that the Broker Realtor must furnish the appropriate AGENCY DISCLOSURE FORM, 48 hours prior to the commencement of the Auction. Broker Realtor shall hold harmless and indemnify Behm's Auction and Real Estate Services, LLC as agents for the Seller and Seller from any and all claims, costs or expenses, including reasonable attorney fees, which may arise out of any actions or inactions or representations made by Broker Realtor in connection with the sale of this property.

CONDUCT OF THE AUCTION: Each property is being sold on an AS IS WHERE IS basis. Your Client's complete inspection and the inspection of the property by your Client's Experts prior to the commencement of the Auction are encouraged. Conduct of the Auction and increments of the bidding are at the discretion and direction of the Auctioneer. Seller and 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 Auction take precedence over all printed materials.

BUYER'S PREMIUM: If the Client is the successful Bidder, they must sign the Behm's Auction and Real Estate Services, LLC Offer to 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 establish the actual Sale Price on the Offer to Purchase Contract. An Earnest Deposit as required in the Terms and Conditions and on the Offer to Purchase Contract shall be paid by Client, and deposited into the Behm's Auction and Real Estate Services, LLC Trust Account.

We are specifically disclosing to the Purchaser that paying this Buyer premium does not create an Agency relationship with the Buyer(s) and Buyer acknowledges that the Behm's Auction and Real Estate Services, LLC is an agent for the Seller.

Behm's Auction and Real Estate Services, LLC solely, if needed, shall have full and complete control of the negotiations with Seller in regards to commissions earned and to be received and Commission Fee Scale will be based on that figure.

If the Client has been in contact with a representative of the Behm's Auction and Real Estate Services, LLC in regards to this Auction or is on our Client Mailing, or received a flyer from Behm's Auction and Real Estate Services, LLC the Broker Realtor will not qualify for a participation fee.

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

Realtor Signature

Date

Broker Signature

Date

\_\_\_\_\_