



# Arkansas Licensed Real Estate Broker/Agent Agreement

This form MUST be completed and received by Fowler Auctioneers at least twenty-four (72) hours prior to the auction. Forms may be faxed to 870-356-4225. Forms must be received prior to deadline. Receipt of faxes is not guaranteed, please follow up with a call to our office. Broker; Nick Fowler, Fowler Auctioneers, Inc. – Glenwood, AR 71943

Sales Associate: \_\_\_\_\_ Company: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Sales Associate email: \_\_\_\_\_ Broker Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Client's Name: \_\_\_\_\_  
Client's Address: \_\_\_\_\_

*The above Broker/Sales Associate is registering the above client as a potential buyer of the following property being sold at auction by Fowler Auctioneers, Inc. Fowler Auctioneers hereby agrees to pay to the registered Broker on the following terms and conditions:*

1. A Commission of 10% of the 10% Net Buyer's Premium or 10% of the negotiated commission paid at closing.
2. Client is the successful bidder who closes on the terms of the contract, including closing within 30 days of the effective contract date.
3. Client must be registered 24 hours prior to Auction.
4. Broker/Sales Associate must attend the Auction with the Client.
5. The Client must fully complete and execute a Bidder Registration Form on the day of the Auction.
6. No oral registrations will be accepted.
7. **If the Client has previously been in direct contact with a representative from Fowler Auctioneers Inc. or is part of our Client Mailing List, the Broker/Sales Associate will not qualify for a commission.**
8. **No Exceptions to these terms and conditions.**

Each property is sold on an "AS-IS, WHERE-IS" basis. All inspections must be completed prior to the Auction. Conduct of the Auction and increments of the bidding are at the direction and discretion of the Auctioneer. The Seller and the Auctioneer reserve the right to refuse admittance to or to expel anyone from the Auction for any reason. Announcements made from the podium at the time of the Sale will take precedence over all printed material.

**BUYER'S PREMIUM:** If the Client is the successful Bidder, they must sign the Fowler Auctioneers Inc. Offer to Purchase Contract. There will be a Buyer's Premium equal to ten percent (10%) of the last and highest Bid added to the last and highest Bid to establish the actual Sale Price on the Offer to Purchase Contract. An Earnest Money Deposit as required in the Terms and Conditions and on the Offer to Purchase Contract shall be paid by the Client and deposited into an Escrow Account with Fowler Auctioneers Inc. We are specifically disclosing to the Buyer that paying this Buyer's Premium does not create an Agency relationship with the Buyer and the Buyer acknowledges Fowler Auctioneers, Inc. is a Single Agent for the Seller. Fowler Auctioneers, Inc. solely, shall have full and complete control of negotiations with the Seller in regards to commissions earned and to be received and the Commission Fee Scale will be based on that figure. The signatures below indicate acceptance of the above terms and conditions.

Broker and Sales Associate initials: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder's Name Printed: \_\_\_\_\_

Sales Associate Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Broker's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Auctioneer \_\_\_\_\_ Date: \_\_\_\_\_