



PARTICIPATION AGREEMENT

This Participation Agreement (this "Agreement") is made and entered into as of _____, 20__, by and between

Alderfer Auction
501 Fairgrounds Road, Hatfield, PA 19440
PA License No. AY002260
("Auctioneer")
- and -

PA License No. _____
("Real Estate Professional")

Recitals:

- A. Auctioneer has entered into a Real Estate Auction Contract (the "Auction Contract") with _____ ("Seller") granting Auctioneer the exclusive right to sell Seller's real property located at _____ (the "Property"); and
- B. The Listing Agreement provides that Auctioneer may cooperate with a real estate broker or agent, and pay a participation fee if a real estate broker or agent assists in the procurement of a willing and able buyer who becomes the purchaser of the Property; and
- C. The parties acknowledge and agree that Real Estate Professional will be compensated if Real Estate Professional procures a prospective buyer that becomes the purchaser of the Property;

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree, as follows:

- 1. **Recitals Incorporated.** The foregoing recitals constitute a material part of this Agreement, and are incorporated herein by reference.
- 2. **Auction Contract.** The parties acknowledge and agree that Seller has entered into the Auction Contract with Auctioneer pursuant to which Auctioneer has the exclusive right to list and sell the Property.
- 3. **Participation.** If Real Estate Professional procures a prospective buyer that becomes the purchaser of the Property in accordance with the Auction Contract, and who enters into a Purchase and Sale Agreement with Seller, and closes on the purchase of the Property, Real Estate Professional will be compensated as provided herein; provided, however, that, in order to be eligible for a participation fee, Real Estate Professional must (i) register with Auctioneer, and execute this Agreement, not less than twenty-four (24) hours prior to the start of the Auction, (ii) provide the name and contact information for Real Estate Professional's client (i.e., prospective buyer) not less than twenty-four hours prior to the start of the Auction, and (iii) attend the Auction with the prospective buyer.

4. **Compensation.** At settlement on the sale of the Property in accordance with the Auction Contract, the Bidder Terms and Conditions, and the Purchase and Sale Agreement between Seller and the buyer procured by Real Estate Professional, Real Estate Professional will receive a participation fee in an amount equal to One percent (1%) of the high bid amount established at Auction or as otherwise set forth in the Purchase and Sale Agreement, which amount will be calculated on the high bid amount without taking into account any Buyer's Premium. No other fees or expenses will be due or payable to Real Estate Professional.

5. **Buyer Procured Exclusively by Real Estate Professional.** In addition to other provisions of this Agreement, in order to qualify for receipt of the participation fee described in this Agreement, Real Estate Professional must have procured the buyer exclusively through Real Estate Professional's own efforts, and the buyer must have been introduced or otherwise exposed to the Auction solely by Real Estate Professional. No participation fee will be earned, or paid, if:

- (i) the prospective buyer contacted Auctioneer or Seller prior to the execution of this Agreement; or
- (ii) the buyer is a broker, realtor, or other real estate professional licensed in the Commonwealth of Pennsylvania; or
- (iii) the prospective buyer is a friend, acquaintance, family member, or nearby neighbor (*i.e.*, within _____) of the Seller; or
- (iv) the prospective buyer has received auction flyer or other advertisement from Auctioneer; or
- (v) the prospective buyer fails to close on the purchase of the Property as provided under the Bidder Terms and Conditions and the Purchase and Sale Agreement.

6. **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between or among the parties shall be brought in the state or federal courts sitting in and for Montgomery County, Pennsylvania, which courts shall have exclusive jurisdiction, and shall be the exclusive venue, for any and all such claims, disputes, and other matters between or among the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Addendum as of the date first set forth above.

AUCTIONEER:

Russell Ventures Group, LLC
d/b/a ALDERFER AUCTION

By: _____
Name: _____
Its: Authorized Representative

REAL ESTATE PROFESSIONAL:

Individual Signature
PA License Number _____

Corporate Signature (If Applicable):

Corporate Name
PA License Number _____

By: _____
Its: Authorized Representative