

**AUCTION BROKER REGISTRATION AGREEMENT**  
(the "Agreement")

**Please Print or Type Legibly**

I, \_\_\_\_\_ ("Broker/Agent") \_\_\_\_\_ (Brokerage Firm Name) hereby registers to represent as a buyer's broker my client, (the "Client/Buyer") \_\_\_\_\_ with Tranzon Asset Advisors (the "Auction Firm") for the auction of real estate located at: **10807 Huffmeister Road, Cypress, Texas 77065**, TAA Auction No: **TAA2401A**

**BROKER/AGENT HEREINAFTER AGREE TO THE FOLLOWING TERMS:**

- 1) If Client/Buyer is the high bidder at the auction in which the Seller accepts the written offer to purchase, and subsequently closes the transaction in accordance with the terms of the purchase agreement, the listed brokerage will receive a flat referral fee of two percent (2%) of the high bid price at closing, subject to the following terms. It is understood and agreed that Client/Buyer must acknowledge Broker/Agent representation by signing this Agreement. It is understood and agreed that no referral fee or compensation whatsoever shall be due brokerage unless and until each of the following conditions has occurred: (a) my delivery of this Auction Broker Registration Agreement to Tranzon Asset Advisors (the "Auction Firm"), (b) Broker/Agent must physically be in attendance with the Client/Buyer at the auction sale **AND** at least one of the open house/public inspection events (if applicable), in the event of an online auction the Broker/Agent will assist the Client/Buyer with bidding online, (c) execution by Client/Buyer of all necessary closing documentation and payment of the total purchase price and closing costs through the closing agent, and (d) actual and final closing of title as evidenced by execution, delivery, and recording of closing instruments to/by the closing agent, and;
- 2) It is further understood and agreed that if, for any reason whatsoever, the sale is not finally closed, including by acts, omissions, or negligence on the part of the Seller and/or Auction Firm, the Auction Firm and Seller are fully released from any and all liability, claim or charge whatsoever, and no referral fee or other compensation shall be due or payable to Broker/Agent. If Client/Buyer defaults in the purchase, which results in loss of the deposit or any portion thereof, or Client/Buyer pays or becomes liable for damages to Seller, Broker/Agent shall not be entitled to any portion of such forfeited deposit(s) or damages. In the event a commission reduction is required to consummate a sale, Tranzon Asset Advisors reserves the sole right to proportionately reduce the referral fee payable herein, and;
- 3) Broker/Agent hereby represents and warrants that they are: (a) a legally licensed real estate broker/agent (b) serving only as an "arms-length" Broker/Agent in this transaction, not as a principal, and (c) my Client/Buyer has no principal or ownership interest in my brokerage and is not a member of my immediate family or employee/independent contractor of the brokerage, and;
- 4) I understand that a Client/Buyer may only be represented by one Broker/Agent and that Auction Firm shall only recognize and direct payment to the first qualified registration received by our office, and;
- 5) It is understood and agreed that this registration agreement is valid only for the day of the auction (auction ending date for online sales) and expires upon conclusion of the auction unless my Client/Buyer is the successful bidder at the auction. Any strikes, additions and/or changes to any provision or clause by Broker/Agent or the Client/Buyer will cause this entire Agreement to be completely voidable at the sole and independent discretion of the Auction Firm, and;
- 6) The Broker/Agent acknowledges that they have or will be solely responsible for providing the Client/Buyer with any due diligence (including all information obtained from the Auction Firm), property information, inspection reports, surveys or any information, public or non-public that the Client/Buyer needs or requests concerning their purchase of the Property. The Broker/Agent is operating solely as a legally recognized agent of the Client/Buyer.

**CLIENT/BUYER HEREBY AGREES TO THE FOLLOWING:**

1. I hereby acknowledge that the within named Broker/Agent is my sole and exclusive representation as buyer's agent in this matter.

**THIS AGREEMENT MUST BE COMPLETED BY ALL PARTIES AND FORWARDED BY FAX TO 270-737-7695 OR EMAIL ([tgreenwell@tranzon.com](mailto:tgreenwell@tranzon.com) and [edurnil@tranzon.com](mailto:edurnil@tranzon.com)) NO LATER THAN CLOSE OF BUSINESS ONE (1) DAY PRIOR TO AUCTION DATE, OR AUCTION STARTING DATE IF SELLING ONLINE. NO LATE REGISTRATIONS WILL BE ACCEPTED OR HONORED.**

**CLIENT/BUYER:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature and Acceptance (**required for acceptance**)

\_\_\_\_\_  
Address    City    State

\_\_\_\_\_  
Email

(\_\_\_\_\_) \_\_\_\_\_  
Telephone

**REGISTERED BROKER/AGENT:**

\_\_\_\_\_ Lic #: \_\_\_\_\_ ST: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature & Acceptance of Forgoing Terms of Registration

\_\_\_\_\_  
Name of Real Estate Brokerage

\_\_\_\_\_ City    State  
Address

\_\_\_\_\_  
Email

(\_\_\_\_\_) (\_\_\_\_\_) \_\_\_\_\_  
Telephone    Fax

Registration accepted and confirmed by Tranzon Asset Advisors:

\_\_\_\_\_  
Tranzon Asset Advisors    Date    Time

**TAA Use Only:** Returned to Broker/Agent: \_\_\_\_\_, (Date/Time) Staff Initials: \_\_\_\_\_, Delivery Method:  Fax,  Email,  Other: \_\_\_\_\_

