

Rosen & Company West, Inc.
AUCTION CO-BROKER AGREEMENT

(PLEASE PRINT)

BROKER _____ **NRED #** _____

Office Name: _____ MLS Code _____

Address: _____ City, State, Zip _____

Phone: _____ Fax: _____ Website: _____

AGENT: _____ **NRED #** _____

Phone: _____ Fax: _____ Email: _____

CO-BROKER: Rosen & Company West, Inc.

Broker: Jay C. Rosen NRED License # 49406

Address: 2955 E. Sunset Rd #105, Las Vegas, Nevada 89120

Phone: 702-739-8820

Fax: 702-553-3457

Email: Rosen1917@yahoo.com

SUBJECT PROPERTY:

ADDRESS _____

APN# _____ MLS# _____ OWNER(S) _____

PER TRANSACTION PARTNERSHIP

The above named Broker and Owner acknowledge and give consent to the above named Agent to engage **Rosen & Company West, Inc.** as the Co-Broker in the above referenced real estate listing and sale transaction for the purpose of exposing the subject property for sale at public auction. Owner, Broker and Agent are hereby notified that **Rosen & Company West, Inc.** may be engaged as a Co-Broker with multiple Brokers and their Agents in multiple real estate transactions throughout Nevada.

In Co-Listing, the Broker and Co-Broker consent to an equal partnership, on a per transaction basis. This partnership is entirely voluntary and applies only to the Listing Side of the transaction. The MLS credit for market share, listing and sale shall go to the Broker.

This agreement applies only to the above referenced subject property as properly listed for sale by the Broker. The Co-List program is in effect on a "per transaction" basis and shall be in effect for the full term of the listing agreement and through the close of escrow date *or* the date of the cancellation of the listing *or* the cancellation of the sale transaction.

BROKER, AGENT CONSENT TO CO-LIST

COMMISSION

Escrow Commission Instructions shall state that commissions are paid separately to above named Broker and to **Rosen & Company West, Inc.** at the close of escrow as described below. Broker, Agent or Co-Broker cannot unilaterally terminate or make adjustment to the commission or Escrow commission instructions without written authorization by both parties.

(_____) (_____) (_____)
RCW Co-Broker Broker Agent

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LISTING SIDE COMMISSION: The Broker shall be entitled to that share of the sale commission as agreed to by the seller, however, shall offer a minimum "co-op" of 2.5% of the gross sale price to any properly registered buyer's agent, to be paid at closing as is customary in the region. Said "co-op" shall be properly posted in the regional MLS system and incorporated into the transaction documentation. In the event the buyer is not represented by a properly registered and licensed real estate agent, 65% of the portion of the commission reserved for a buyer's agent shall enure directly to Rosen & Company West, Inc.

BUYER'S PREMIUM: The Broker, Co-Broker and Seller acknowledge that **Rosen & Company West, Inc.** charges a 3% (three percent) **Buyer's Premium** based on the high bid procured by the auction sale. The buyer's premium is the sole and exclusive property of Rosen & Company West, Inc. The **Buyer's Premium** shall be added to the high bid from the auction sale to arrive at the gross sale price.

The following applies to each and every real estate transaction in which Broker, Agent and Co-Broker are voluntarily engaged in a Co-Listing.

1. Broker & Co-Broker shall be named on all listing and sale agreement contracts.
2. Broker & Co-Broker shall have an Agency Relationship with the Owner and abide by the principles of Agency, jointly and severally.
3. Broker, Agent and Co-Broker shall take full responsibility in the real estate transaction, jointly and severally.
4. Broker and Co-Broker shall each retain a complete and compliant transaction file of the all Co-List real estate transactions.
5. Broker and Co-Broker agree to engage Mediation and/or Arbitration services for dispute resolution in the event of a dispute between them.

"DIVISION OF LABOR" MODEL

The following working model shall guide the duties of Broker, Agent and Co-Broker in a Co-List transaction. The duties may be modified in whole or in part, as needed and as agreed between Broker, Agent and Co-Broker.

BROKER RESPONSIBILITIES: All expenses pertaining to the following activities are paid by the Broker.

1. Obtain Seller signatures on any and all necessary documentation and/or complete Short Sale Listing Package as necessary.
2. Notify the Seller in writing that **Rosen & Company West, Inc.** is the Co-Listing Broker and will be conducting the auction marketing of their property.
3. Enter the listing into the local MLS acknowledging "*Co-Listed with **Rosen & Company West, Inc.** and available for purchase only by on-line auction. Details on how to register a buyer and bid available at www.since1917.com*".
4. Put a FOR SALE sign on the listed property with Rosen & Company West, Inc.'s auction rider.
5. Secure property access with a lockbox on the listed property.
6. Create property flyer and keep the listed property supplied with flyers.
7. Broker's Preview, Open House and other marketing venues are at the option of the Broker.
8. Order Preliminary Title Report and review existing loans and liens.
9. Order and facilitate home inspection.
10. Contact all Lenders to order short sale package(s) and open a short sale file. (if applicable)
11. Interview and help write Seller's Hardship Statement (if applicable).
12. Order estimated HUD1 Settlement Sheet from chosen escrow agency.
13. Assemble the short sale package (if applicable).
14. Open and follow-up with escrow prior to sale (if applicable)
15. Maintain updated real estate disclosure packages for Seller.

(_____) (_____) (_____)
RCW Co-Broker Broker Agent

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CO-BROKER RESPONSIBILITIES:

1. Review Listing Agreement, amendments and Purchase Agreement to be used in on-line auction.
2. Review and negotiate Buyer's offers and manage multiple offers.
3. Review and approve completed short sale package (if applicable).
4. Secure Buyer's signature on all sale contracts and disclosures.
5. Negotiate short sale price and terms with the lender(s) (if applicable).
6. On approval, submit short sale package to the lender and follow up for response.
7. Supervise short sale and transaction coordination (if applicable).
8. Prepare and submit Commission Disbursement to escrow.
9. Collect and log-in all paperwork and maintain updated web site file.

We have read the above and consent to the Commission Structure and the Division of Labor Model of the per transaction Co-List program. Any modifications of this agreement must be in writing and signed by all parties to be in effect.

BROKER SIGNATURE	PRINT NAME	Date
AGENT SIGNATURE	PRINT NAME	Date
CO-BROKER	Jay C. Rosen, Broker	Date

PLEASE FAX SIGNED CONSENT FORM TO: 702-553-3457

or EMAIL TO: ROSEN1917@YAHOO.COM

A signed copy will be faxed to you for your records.

(_____) (_____) (_____)
RCW Co-Broker Broker Agent