

# ON-LINE AUCTION AGREEMENT & EXCLUSIVE LISTING

STATE OF Nevada, COUNTY OF Clark

This AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (hereinafter referred to as SELLER) and ROSEN & COMPANY WEST INC., a Nevada corporation with offices in Las Vegas, Nevada & STANLEY H. ROSEN, AUCTIONEER (Hereinafter referred to as AUCTIONEER), is as follows:

WHEREAS SELLER is desirous of selling the real estate commonly known as \_\_\_\_\_

1. More specifically described in "EXHIBIT A" attached hereto and made a part of this agreement. SELLER hereby employs AUCTIONEER, who shall have the sole and exclusive right to sell the real estate described in attached "EXHIBIT A." Said real estate to be offered for sale to the highest qualified bidder at Auction on beginning on (date) \_\_\_\_\_, and ending on or about (date) \_\_\_\_\_. The auction shall be held on-line at the website chosen by AUCTIONEER.

2. SELLER agrees to pay AUCTIONEER a fee of six percent (6%) of the gross proceeds of sale of said real estate. SELLER also agrees to pay the actual expenses incurred in connection with the sale; expenses MAY include but shall not be in limitation thereof: print and on-line advertising, notices of sale, addressing, postage, signs on the premises, and other such out-of-pocket expenses incurred by AUCTIONEER and/or his representatives. Said expenses shall not exceed \$250.00. In the event that a leinholder or court, whose approval is required to compete the sale of the subject property, requires the commission due AUCTIONEER to be reduced, SELLER agrees and shall be liable for the remainder due AUCTIONEER.

3. SELLER agrees to accept \$ \_\_\_\_\_ for said real estate as outlined in Exhibit "A." AUCTIONEER agrees to any bids less than \$ \_\_\_\_\_ shall be subject to the approval of the SELLER, and SELLER reserves a period of 10 calendar days from the time of bidding for that approval. In the event the real estate described in attached "EXHIBIT A" is subject to leinholder or court approval, approval time as stated above shall be extended to accommodate their approval process(s). If the sale of said real estate is not confirmed or approved, as mentioned above, AUCTIONEER reserves the sole and exclusive right to offer said real estate for sale for an additional period of ninety (90) days from the date of SELLERS refusal, the same schedule of fees shall prevail as outlined in Paragraph II.

4. IF the sale of said real estate is not approved by SELLER, AUCTIONEER shall receive no fee, but shall be reimbursed for the items of expenses as outlined in Paragraph II of this agreement. If said realty is sold or exchanged within ninety (90) days after the final expiration of this agreement to any purchaser whose attention had been called to said property by AUCTIONEERS exclusive listing, the same schedule of fees outlined in Paragraph II shall prevail.

5. SELLER represents to AUCTIONEER that said real estate is, or will be, offered free and clear of all liens and/or encumbrances, and that a normal real estate closing shall prevail. All sales shall be made and consummated based upon the last deed of record in the county where said real estate is located.

6. Please be advised that Rosen & Company West, Inc. charges all purchasers a Three percent (3%) buyers premium in addition to the fee charged to the seller, and although considered as part of AUCTIONEER's compensation, is not subject to revision by any party to or around this agreement.

7. SELLER shall, at seller's expense to be reimbursed at close of escrow by BUYER, provide to AUCTIONEER a property inspection report produced by a licensed property inspector, copies of the Common Interest Community (HOA) resale package, and any other documents and/or inspections requested by the AUCTIONEER for the benefit of the sale.

REAL ESTATE BROKER/AUCTIONEER:

SELLER:

ROSEN & COMPANY WEST, INC.

By :

By: \_\_\_\_\_

\_\_\_\_\_



**PLEASE NOTE:**

It is illegal, pursuant to the Nevada Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S. CA 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations refuse to negotiate for the sale or rental of housing accommodation or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability ad defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.