LISTING BROKER CONTRACT
AUCTION CONTRACT AGREEMENT

This agreement dated _____, between BrayBid.com (hereinafter referred to as Auction Company) and _____ (hereinafter) referred to as Brokerage Firm).

The Auction Company and the Brokerage Firm hereby agree to enter into a contractual business relationship on the following terms and conditions for the real property located at:

_____

Address City State Zip

_____

Deed Book Page Number County

1. Terms of Contract: The Auction Company shall enter into an exclusive agreement to cooperate with the Brokerage Firm and the sellers for a period of 1 month on the above listed property.
2. Responsibilities and Duties: Before execution of auction contract, Brokerage firm shall be responsible for cancellation of listing through all MLS contracts.

   The Auction Company shall be responsible for placement of all advertising, contract negotiations, conducting, and closing of the sale.

   Listing agent or Broker of the Brokerage Firm shall assist Auction Company in obtaining signed contracts, assisting potential buyers, obtaining financing, private showing of property, and open houses. In addition, Listing agent shall be present and assist on the day of closing.

   Auction company shall furnish all equipment and supplies necessary to conduct auction sales. Painted property signs will be furnished by the Auction Company and included in advertising cost. Brokerage firm to furnish yard signs if they so desire.

   No entity other than the Auction Company has the authority to obligate Auction Company to any contractual agreement.

   All personnel associated with the Auction Company and Brokerage Firm are expected to conduct themselves in a professional manner that would be consistent to that of the Kentucky Auctioneers Association and the National Auctioneers Association Standards.

3. Disbursement of Proceeds: Gross Commission earned will be divided equally between Auction Company and Brokerage less expenses specified in each individual contract.
4. Conclusion: It is understood by both parties that upon signing of auction contract that the Auction Company and Brokerage Firm have become Co-Listers of the Property. If for any reason, the auction contract is cancelled and the property is sold by other means, any commission earned will be divided equally between Auction Company and Brokerage Firm.
   Auction Company and Brokerage Firm shall not, after termination of this contract use to their advantage, or the advantage of any competing person or corporation, any information gained for or from files or business of the Auction Company and/or the Brokerage Firm.

   In the event any transaction in which the Auction Company is involved results in dispute, arbitration, or litigation, Brokerage Firm agrees to fully cooperate and to abide by any decision made by the Auction Company. Auction Company and Brokerage Firm agree to share all expenses conducted with such transaction in the same proportion in which they would otherwise share commission. The Auction Company shall have sole right to take legal action, to defend or settle a suit or to incur legal expense. In the event a dispute or litigation is anticipated, the Auction Company may defer payment of commission until settlement acceptable to Auction Company has been achieved.

_____ _____

David L. Bray date/time Brokerage Firm Broker date/time
Principal Auctioneer
BrayBid.com, LLC

_____ _____

Broker of Auction Co. date/time Brokerage Firm Agent date/time