

BROKER PARTICIPATION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, between

_____ of _____
hereinafter referred to as **SELLER(S)**,

AND _____ of _____
hereinafter referred to as **BROKER**.

WITNESSETH:

1. Seller has personally entered into an agreement with Thomas B. Marquette, Marquette's Auction Marketing (hereinafter "Auction Company") pursuant to which Auction Company agreed for valuable consideration to sell certain real estate at a public auction to be held on said real estate on _____, 20____, at _____ .M.

2. Said real estate (hereinafter "premises") is more particularly described as follows: _____

Total Area of

Premises: _____

Tax Map Parcel

(s): _____

Real Estate Parcel Number (s) _____

Survey: _____

3. **SELLER(S)** agree to pay Broker _____% of the gross sale price of the premises provided that the purchaser of the premises on the day of the public auction identified in Paragraph One of this Agreement was a prospective purchaser registered, as provided for in this agreement, with Marquette's Auction Marketing.

4. Broker shall register any prospective purchaser with the Auction Company by submitting a properly completed Prospective Purchaser Registration Form, a copy of which is attached hereto and incorporated herein by reference, to Thomas B. Marquette of Marquette's Auction Marketing.

5. Registration of a prospective purchaser shall not be deemed timely submitted unless the Prospective Purchaser Registration Form is in the actual physical possession of Thomas B. Marquette of Marquette's Auction Marketing no later than 48 hours before the aforesaid date and time of said public auction.

6. Time is deemed to be of the essence as to the submission of the Prospective Purchaser Registration Form.

7. Payment to Broker of the aforementioned percentage of the gross sale price shall be at the time of the Closing on the Premises.

8. If the purchaser fails to complete the purchase of the premises at the time of Closing, Seller shall be in no way liable to Broker for any part of the aforementioned percentage on the gross sale price.

9. This agreement shall NOT be recorded in the office for the Recording of Deeds or in any other office or place of public record. If Broker shall record this Agreement or cause or permit the same to be recorded, Seller may, at his discretion, elect to treat such Act as a breach of this Agreement.

IN WITNESS WHEREOF, the individual parties hereto have hereunto set their hands and seals this day and year first above written.

Signed and sealed in the presence of:

SELLER OR SELLER'S AGENT

SELLER OR SELLER'S AGENT

BROKER (print name & company represented)

BROKER (signature & date)

This agreement form is the exclusive property of Thomas B. Marquette, Marquette's Auction Marketing. Reproduction, distribution or other use of this agreement form without the express written consent of Tom Marquette is forbidden.

Tom Marquette

Marquette's Auction Marketing

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