



REFERRAL /COMPENSATION AGREEMENT

The below Real Estate Brokerage hereby wishes to register the below Bidder/Client as a potential Purchaser of the following property being auctioned by M. A. Smitty & Co. located at:

5812 Montaque Avenue, Rockvale, TN 37153
Auction Date: Saturday, May 23, 2020 at 9:59 AM

1. BROKERAGE AGREEING TO PAY REFERRAL FEE:

- A. Name & License # of Brokerage agreeing to pay referral fee: M. A. Smitty & Co., 6120 (“Receiving Brokerage”)
- B. Brokerage Phone Number & Address: 615-890-4545 / 312 S. Church Street, Murfreesboro, TN 37130
- C. Licensee assigned this referral: Matthew Smitty
- D. Licensee Phone Number & Email Address: 615-274-6464 / smitty@smittyauction.com

2. BROKERAGE REFERRING THE BUYER OR SELLER:

- A. Name & License # of Brokerage referring the Buyer or Seller: _____ (“Referring Brokerage”)
- B. Brokerage Phone Number & Address: _____
- C. Licensee referring the Buyer or Seller: _____
- D. Licensee Phone Number & Email Address: _____

3. PARTY BEING REFERRED:

- A. Name: _____ (“Client”)
- B. Phone Number & Address: _____
- C. Email Address: _____
- D. Buyer Referral Seller Referral OR Both – Buyer and Seller Referral

4. REFERRAL FEE:

In consideration of the referral of Client, the Receiving Brokerage agrees to pay the Referring Brokerage at closing a fixed sum of \$ _____ or 1 % of the compensation paid to the Receiving Brokerage as a percentage of the Highest Bid Price, a flat fee, or combination thereof (i.e., real estate commission) including bonuses, if any, and less any percentage of any Buyer’s Premium that may be charged, which shall only be paid for the Buyer’s side or Seller’s side (whichever was referred) actually referred (“Referral Fee”) pursuant to Section 3 above.

5. ATTENDANCE:

Agent and Client shall both be in attendance of the sale.

6. REGISTRATION:

The Client must complete a bidder registration and present legal identification on the day of the auction.

7. VOID:

If the Client has already signed with another Brokerage or with M. A. Smitty & Co., this Agreement is null and void.

8. CONFIRMATION OF AGENCY:

Auctioneer is Agent for the Seller and does not represent the Buyer(s) in this transaction.

9. AS-IS, WHERE-IS:

This property is being sold "AS-IS, WHERE-IS" with NO warranties expressed or implied by M. A. Smitty & Co. or the Seller. M. A. Smitty & Co. represents the Seller only in this transaction.

10. ANNOUNCEMENTS:

Announcements made day of sale take precedence over all other advertising.

11. EXPIRATION DATE:

This Agreement begins on the last date signed below, and expires on 5/23/2020 at 11:59 p.m., Central time zone. This Agreement will automatically extend through the term of any agency agreement entered into with the referred Buyer or Seller, or if negotiations have begun, through any closing date(s).

12. ENFORCEMENT/VENUE:

This Agreement is intended as a contract for the referral of real estate auction customers. Any dispute regarding this Agreement shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

13. SEVERABILITY:

If any portion or provision of this Referral Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Referral Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

14. NOTE:

Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below you also acknowledge that you have reviewed each page and received a copy of this Agreement.

15. Potential Client(s) must be registered 24 hours prior to the starting time of the auction sale.

16. Completed form to be returned to smitty@smittyauction.com.

LICENSEE FOR REFERRING BROKERAGE Date

LICENSEE FOR RECEIVING BROKERAGE Date

REFERRING BUYER/SELLER Date

REFERRING BUYER/SELLER Date