

**REAL ESTATE AUCTION LISTING AGREEMENT**

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereafter called Seller and \_\_\_\_\_, Agent/Online Auctioneer for KREA ( Kansas Real Estate Auctions ), hereafter called Auctioneer.

The Auctioneer hereby agrees to use his professional skill, knowledge, and experience in marketing, preparing for and conducting the sale.

By this agreement the Seller retains and appoints Auctioneer as Sellers Exclusive Auction Company to assist Seller in the undertaking to sell or find a purchaser for the following described Real Estate by the way of the auction method. Seller has reviewed the Kansas Real Estate Brokerage Relationships Brochure “The Choices” and understands that Auctioneer is Acting on Behalf of and Representing Seller as a Seller’s Agent as defined by Kansas Real Estate Law. See also attached Exclusive Agency Agreement.

Property address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Legal Description as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The auction is to be held as an ONLINE ONLY TIMED AUCTION on The Midwest Auction Collective Platform. Upon Seller review and completion of all required disclosures, the auction will go live and start accepting bids on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The online auction will run for a minimum of \_\_\_\_\_ days and will close out subject to auctioneers’ discretion and will take into account holidays, marketing, etc. Should the auction need to be postponed or take place at a later date due to any unforeseeable situations, it is understood an extension will need to be in place that is acceptable to both parties.

It is mutually agreed that said Real Estate is to be sold to the highest bidder with the understanding that seller has reserved the right to protect said Real Estate subject to the terms stated herein or later agreed upon. Seller agrees to pay Auctioneer a commission in the amount of \_\_\_\_\_% of the final bid amount or hammer price if Auctioneer produces a ready, willing and able Buyer for aforementioned Real Estate. IF a Buyer’s Agent registers the successful bidder for the online auction, it is understood that the Sellers commission will be in the amount of \_\_\_\_\_% of the final bid amount or hammer price. It is understood that a Buyers Premium in will be charged to the successful bidder in the amount of \_\_\_\_\_% of the final bid or hammer price. Compensation including the Buyers Premium is due and payable upon a successful closing or if the Real Estate is sold, leased, exchanged, conveyed, or otherwise transferred within 60 days after completion of auction to anyone with whom was registered or

otherwise bid on the Real Estate Auction. It is also mutually agreed that the auctioneer may deduct his Commission from the proceeds of the sale at closing resulting from said auction. The seller agrees that all expenses incurred for the advertisement, promotion, sales commission from said auction shall be paid first from the proceeds realized from the auction before the payment and satisfaction of any liens or encumbrances.

Terms and conditions of sale are as follows: \_\_\_\_\_

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The Seller represents and warrants that he has good title, clean ownership and has the right by law to sell said Real Estate. Seller represents and warrants that said Real Estate is free from all incumbrances except as follows: \_\_\_\_\_

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Auctioneer may enter the property at reasonable times for showings or inspections. The Seller agrees to furnish the Auctioneer with a key to the home and permits the Auctioneer to place a sign on the premises until final settlement has been made.

The Seller authorizes Auctioneer to cooperate with other agents, dealers, brokers, or financial institutions and to divide or share any compensation in any manner acceptable to said agents, dealers, brokers, or financial institutions. Seller also does hereby understand that Auctioneer may accept compensation from other parties where allowed by law.

The Seller authorizes Auctioneer to accept, hold and account for all earnest money received. The Seller agrees to divide equally with Auctioneer any earnest money deposited that has been forfeited by a Buyer.

This property will be offered, shown and made available to all persons without regard to race, color, religion, sex handicap, familial status or national origin.

Auctioneer is not responsible for vandalism, theft, or damage of any nature.

Seller agrees to provide and deliver merchantable title to all Real Estate sold. Seller warrants that any and all representations made about said Real Estate is accurate and agrees that Auctioneer shall not be held liable for those representations. Both parties agree to mediation before litigation. Both parties agree that this contract and any addendums constitutes the entire agreement between the parties and supersedes any previously executed contracts, addendums, amendments or representations, verbal or written.

Both parties understand that this is a legally binding contract, and if not understood, legal counsel is permitted and encouraged.

Miscellaneous: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller agrees to pay all sales expenses itemized as follows:

Advertising & Platform Fee: \_\_\_\_\_  
\*\*\* Includes No Print Advertising

Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

By signing below both parties acknowledge that they have read and agree to the entire contract.

(X) \_\_\_\_\_  
Seller Date

(X) \_\_\_\_\_  
Auctioneer's signature

\_\_\_\_\_  
Seller's Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Work # Home #

\_\_\_\_\_  
Sellers Social Security # or FED ID #