



## BROKER PARTICIPATION AGREEMENT

This Broker Participation Agreement (the “Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**1. Auctioneer/Listing Agent:**

Name: Tami Utsler – Auctioneer, Listing Broker  
Company: Clear Choice Realty & Auction  
Address: 505 NW 3<sup>rd</sup>, PO Box 40, Minco, OK 73059  
Phone: 405-406-5235  
Email: [tami@clearchoicera.com](mailto:tami@clearchoicera.com)

**2. Participating Broker:**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**3. Prospective Buyer(s) (represented by Participating Broker):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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## PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms under which the Participating Broker will be paid a commission for procuring the Prospective Buyer to successfully close on the purchase of the property listed below.



## PROPERTY INFORMATION

Address/Description:

Parcel ID/Legal Description:

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## TERMS AND CONDITIONS

### 1. Eligibility for Commission:

- The Participating Broker must be duly licensed and in good standing in the State of Oklahoma.
- The Prospective Buyer must register through the Participating Broker at least 2 (two) (days) prior to the auction or negotiation date.
- The Participating Broker must submit this completed Agreement and any required documentation to the Auctioneer/Listing Agent at least 2 (two) (days) prior to the auction.
- The Prospective Buyer must submit the highest opening bid to start the auction at least 2 (two) (days) prior to the auction start and must be the highest winning bid to complete the auction for the Participating Broker to be compensated.
- The Prospective Buyer wishes to submit an opening bid of \$\_\_\_\_\_.

### 2. Commission Payment:

- If the Prospective Buyer purchases the property and successfully closes the transaction, the Participating Broker shall receive a commission equal to 1 (one)% *of the purchase price.*
- Payment of the commission will be made at funding and closing.

### 3. Broker Responsibilities:

- The Participating Broker agrees to and must accompany the Prospective Buyer to all property viewings, open houses, and the auction.



**4. Exclusions:**

- If the Prospective Buyer fails to close the transaction for any reason, the commission shall not be owed.
- No commission shall be paid if the Prospective Buyer was previously registered with the Auctioneer/Listing Agent or made prior contact independently.

**5. Non-Assignability:**

- This Agreement is non-assignable and non-transferable.

**6. Indemnification:**

- The Participating Broker agrees to indemnify and hold harmless the Auctioneer/Listing Agent from any claims, liabilities, or disputes arising out of the Participating Broker's actions or representations.

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## ACKNOWLEDGMENTS AND SIGNATURES

By signing below, the parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

**Auctioneer/Listing Agent:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Participating Broker:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Prospective Buyer:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_