



Epic Auctions & Estate Sales, LLC

Buyer Agent Registration and Commission Agreement

For the following Property:
32248 US Hwy 12, Niles, MI 49120

Broker Participation and Registration

Epic Auctions & Estate Sales, LLC ("Auction Company") will offer compensation to licensed real estate brokers or agents ("Buyer's Agent") representing a successful bidder, provided all requirements of this Agreement are met.

A commission, if applicable, will only be paid if the Buyer closes on the property and all terms of the purchase agreement are satisfied.

Requirements for Broker Participation

To qualify for participation in the Auction Company's commission program, the Buyer's Agent must comply with all of the following:

- 1. Client Registration**

The Buyer's Agent must register their client by submitting a completed and signed Affidavit of Registration to the Auction Company no later than 48 hours prior to auction closing. Registration must occur before the client contacts the Auction Company, registers to bid, or otherwise engages with the property.

- 2. Property Attendance**

The Buyer's Agent must physically attend a scheduled open house or showing with their client and sign in, unless otherwise approved in writing by the Auction Company.

- 3. Prior Contact Restriction**

If the Buyer has previously contacted the Auction Company or the Seller regarding the property, the Buyer's Agent may not be eligible for participation in the commission program.

- 4. Principal Exclusion**

No commission will be paid to any Buyer's Agent acting as a principal in the transaction or representing an immediate family member, including a spouse, parent, child, or sibling.



Commission Structure

- The Buyer's Agent may elect to participate in the Auction Company's commission program or may enter into a separate compensation agreement directly with their client.
- The Buyer's Agent must indicate in writing, at the time of registration, whether they are participating in the Auction Company's commission program or representing the Buyer under a separate compensation agreement.
- If the Buyer's Agent elects to participate in the Auction Company's commission program, the commission shall be two percent (2%) of the Client's final high bid amount.
- This commission will be funded through an additional two percent (2%) Buyer's Premium, paid by the Buyer as part of the total purchase price.
- If the Buyer's Agent elects to arrange compensation directly with their client, such agreement shall be independent of and not set, controlled, or enforced by Epic Auctions & Estate Sales, LLC. The Auction Company shall not be a party to, nor responsible for, such agreement, and no commission will be paid by the Auction Company.
- In such case, the additional two percent (2%) Buyer's Premium associated with broker participation will not apply.
- Any commission payable under the Auction Company's program will be paid only at or after closing and only after the Auction Company has received all funds due.
- Each Buyer's Agent may register only one client per auction.

Affidavit of Registration of Bidder and Buyer's Agent

(This Affidavit must be received and acknowledged by the Auction Company at least 48 hours prior to auction closing.)

The undersigned parties certify and agree to the following:

- 1. Commission Eligibility**

A commission will be paid only to a properly registered Buyer's Agent representing the successful bidder who closes on the property, and only if all requirements of this Agreement have been met.

- 2. Authorization**

The Buyer's Agent represents that they have a valid agency relationship with the Bidder and are authorized to act on the Bidder's behalf in this transaction.

- 3. Independent Compensation (if applicable)**

If the Buyer's Agent has elected to be compensated outside of the Auction Company's commission



program, the Buyer and Buyer's Agent acknowledge that such agreement is separate and independent from the Auction Company and that the Auction Company has no responsibility for payment or enforcement.

4. **No Secondary Commission**

No commission will be paid if the Buyer represented by the Buyer's Agent is not the successful closing bidder.

5. **Agency Disclosure**

The Buyer acknowledges that Epic Auctions & Estate Sales, LLC exclusively represents the Seller in this transaction and does not represent the Buyer. The Buyer's Agent represents the Buyer only.

6. **Compliance with Terms**

The Buyer and Buyer's Agent agree to comply with all auction terms and conditions, including registration requirements and deadlines.

7. **Submission Deadline**

This Affidavit must be submitted at least 48 hours prior to auction closing and prior to the Buyer registering to bid or contacting the Auction Company.

Acknowledgment and Signatures

Date: _____

Bidder's Printed Full Name(s): _____

Bidder's Signature: _____

Buyer's Agent Printed Name: _____

Buyer's Agent Signature: _____

Company Represented: _____

License #: _____

Compensation Election (Required – Please select an option):

- ☐ Buyer's Agent elects to participate in Epic Auctions & Estate Sales, LLC's Buyer Agent Compensation Program and will accept a commission equal to 2% of the Buyer's final high bid amount as outlined herein.
- ☐ Buyer's Agent elects to arrange compensation directly with the Buyer under a separate agreement independent of Epic Auctions & Estate Sales, LLC. No commission shall be paid by Epic Auctions & Estate Sales, LLC and no additional 2% Buyer Premium shall apply.

Legal Compliance

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any disputes arising under this Agreement shall be resolved under Michigan law.

EPIC AUCTIONS & ESTATE SALES, LLC

Form BPR