

**AUCTION AGREEMENT**

This AUCTION AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, by and between

\_\_\_\_\_  
Fritz of Central Florida, Inc. DBA .Fritz Real Estate and Auctions, hereinafter referred to as "Auctioneer".  
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller does hereby give Auctioneer the exclusive right to sell at public auction the following described real estate and/or personal property, to wit: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Auction location: \_\_\_\_\_

The Seller does hereby agree to pay the Auctioneer for its services in conducting said sale a fee of \_\_\_\_\_ percent of the highest and last bid, made and taken on said real property, notwithstanding the owners refusal or inability to transfer title to said property, and \_\_\_\_\_ percent of the (net) (gross) bid(s) on said personal property. The fee(s) and any costs are to be paid out of first proceeds received from the sale. In no event shall the total fee be less than \_\_\_\_\_, due and payable on the day of the sale. However, the fee may be deducted from the Seller's funds at closing in the event in the event Auctioneer elects to delay payment.

This auction (is) (is not) subject to a \_\_\_\_\_ percent Buyer's Premium; and in the event the Buyer's Premium is a term at this auction, all references herein to highest and last bid shall include said Buyer's Premium and be referred to as the Gross Bid.

The Seller hereby agrees to pay the following auction expenses over and above the fee percentage stated above:

Advertising \$ \_\_\_\_\_; Survey \$ \_\_\_\_\_; Tent \$ \_\_\_\_\_; Auction set-up \$ \_\_\_\_\_; Repairs \$ \_\_\_\_\_; Catering \$ \_\_\_\_\_; Other (list) \_\_\_\_\_ \$ \_\_\_\_\_;

The Seller warrants the following: (1) That \_\_\_\_\_ is/are the legal owner(s) of all the real and personal property mentioned in this agreement; (2) The real and/or personal property is free from any and all liens, adverse claims, encumbrances, concealed physical defects and any environmental problems as defined by Federal or State law, except as listed in an addendum to this agreement; and (3) \_\_\_\_\_ has/have full authority to sell and to dispose of said property in accordance with the terms of this agreement and will give marketable title to said property.

It is understood: and agreed that none of the property herein listed for sale shall be withdrawn from this agreement except by the express written consent of the Auctioneer.

The Auctioneer agrees to use its best efforts to obtain the best possible price of said property and to do all things necessary to affect such sale. It is understood and agreed that the Auctioneer, by this agreement, assumes no liability for the loss by fire, theft, destruction or damage to the property to be sold or to the premises where the sale is to be conducted or for any losses or deficiencies caused by insufficient funds on any checks received for payment for any property sold.

The terms of the above mentioned sale are as follows: \_\_\_\_\_

In the event that the terms of this auction require an earnest money deposit and the purchaser at the auction then defaults, the earnest money deposit will be divided equally between the Seller (as damages) and the Auctioneer (as fee). In no event shall the Auctioneer receive more than the fee shown above. The Auctioneer shall also receive accrued interest on any escrowed funds.

This Agreement is binding upon the parties hereto and their heirs, successors and assigns.

The parties herein acknowledge and agree that this Auction Agreement and all transactions contemplated by this Auction Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida without regard of principles or conflicts of laws.

The Seller, its agents, employees and any other parties acting on its behalf, specifically agree to HOLD HARMLESS the Auctioneer, its officers, directors and employees, for any injuries or damage arising from any activities associated with the Auction. Further, Seller agrees to indemnify Auctioneer from any claims brought by third parties against Auctioneer arising from or out of the Auction, which are in any way attributable to any acts or omissions on the part of the Seller.

In the event the Auctioneer is required to take any action to enforce the terms of this Auction Agreement, the prevailing parties shall be entitled to recover all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred (a) before, during and after litigation, including those incurred in attempting collection without litigation; (b) In litigation at all trial and appellate levels; (c) in any bankruptcy proceedings; and (d) in any post-judgment proceedings.

**SELLER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AUCTION AGREEMENT OR THE AUCTION ITSELF.**

All parties signing this Auction Agreement in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

Said auction is to be conducted on the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ (am) (pm).

Property taxes will be \_\_\_\_\_

The Seller (will) (will not) provide buyer with title insurance.

The real estate listed herein is being sold on a(n) \_\_\_\_\_ basis.

The personal property listed herein is being sold on a(n) \_\_\_\_\_ basis.

I / WE HAVE READ THE ENTIRE CONTENTS OF THIS AGREEMENT, UNDERSTANDING FULLY THE CONTENTS THEREOF AND ACKNOWLEDGE RECEIPT OF A COPY OF SAME. WE ARE NOT RELYING UPON VERBAL STATEMENTS NOT CONTAINED HEREIN.

SS# \_\_\_\_\_ SELLER \_\_\_\_\_

SS# \_\_\_\_\_ SELLER \_\_\_\_\_

AUCTIONEER: Fritz of Central Florida, Inc., DBA Fritz Real Estate and Auctions By: \_\_\_\_\_