

## AUCTION REAL ESTATE PURCHASE AGREEMENT

**THIS AUCTION REAL ESTATE PURCHASE AGREEMENT** (the “**Agreement**”) is made and entered into by and between **Debra H. Ortiz Trust, dated 6/11/2013, Ronald G. Harris and Sheila S. Harris, Husband and Wife, and The Harris Family Trust, dated 2/3/1994, all as Tenants-in-Common** \_\_\_\_\_, (the “**Seller**” whether one or more) and \_\_\_\_\_ (the “**Buyer**” whether one or more). Seller and Buyer agree as follows:

1. **Property.** The Seller agrees to sell and convey to Buyer, by a good and sufficient special warranty deed, subject to permitted exceptions in accordance with Section 3, the following described real property and the improvements thereon, if any, (the “**Property**”): approximately two hundred (200) acres of unimproved land in Santa Fe County, New Mexico near the intersection of Interstate Highway 25 and Waldo Canyon Road (Exit 267).

A general depiction of the Property and specific legal description are shown on **Exhibit “A”** attached hereto and made a part hereof. No survey of the Property will be provided.

2. **Purchase Price.** Buyer agrees to purchase, and to pay to Seller, as consideration for the conveyance of the Property, the sum of:
- |                      |          |
|----------------------|----------|
| Final Bid            | \$ _____ |
| 10% Buyer’s Premium  | \$ _____ |
| Total Purchase Price | \$ _____ |
- in the following manner: \_\_\_\_\_ (\$ \_\_\_\_\_) in the form of **non-refundable** earnest money, which shall be applied to the Purchase Price at closing with the balance to be paid in cash or immediately available funds at closing.

3. **Title Evidence.** Seller agrees to share equally with Buyer the closing agent costs and the cost of a title insurance company's commitment and policy (Owner’s Policy of Title Insurance with standard coverage, excluding lender's coverage and endorsements and exception deletion coverages ) to insure the Property, showing insurable title vested in Seller, subject to easements, restrictions, covenants and other matters of record. The title evidence, including exception documents, shall be sent to Buyer, for examination by Buyer, within five (5) business days after the Effective Date of this Agreement. Buyer shall have ten (10) days after the receipt of the title evidence and exception documents to examine and notify Seller in writing of any objections by Buyer to the title evidence. Those items listed on the title commitment or in the title evidence as to which Buyer does not object in writing to Seller within ten (10) days after the receipt of the title evidence, or as to which Buyer waives its objection, shall be permitted exceptions. If Seller fails to satisfy all such title requirements imposed on Seller pursuant to the title commitment, Buyer may, at Buyer's election, either: (a) cancel this agreement and receive a return of Buyer's earnest money and, in that event, this Agreement will be canceled, and the parties will have no further obligations to each other; or (b) accept such title as Seller can deliver.

4. **Delivery.** A duly executed copy of this Agreement shall be delivered to the parties.

5. **Earnest Money and Default.** Buyer hereby deposits with Stewart Title/Santa Fe Division, 433 Paseo de Peralta, Santa Fe, NM 87501, (the “Title Company”) upon the execution of this Agreement, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) as **non-refundable** earnest money, as a guarantee that the terms and conditions of this Agreement shall be fulfilled by Buyer, said deposit to be applied toward the Purchase Price at closing upon acceptance of title by Buyer and delivery of the special warranty deed by Seller. If Buyer fails to fulfill its obligations under this Agreement, Seller may, at its option, cancel this Agreement and the earnest money deposit shall then become the property of Seller, not as a penalty, but as liquidated damages, or seek specific performance. Notwithstanding any of the other terms of this Agreement providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable real estate laws may prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this Agreement. If Seller is unable to furnish insurable title, the earnest money deposited shall be returned to Buyer, and this Agreement shall be null and void and of no further force and effect, or Buyer may elect to waive the title objections and close.

6. **Proration.** All rentals, taxes, installments for special assessments, and interest, if any, shall be adjusted and prorated through the date of closing. Taxes shall be prorated for the calendar year on the basis of taxes levied. If taxes have not been levied, then they will be prorated based upon taxes for the previous year, adjusted for the most recent mill levy, if known.

7. **Closing.** Time is of the essence of this Agreement and closing for this transaction shall be consummated on or before thirty (30) days after the Effective Date of this Agreement. Buyer and Seller shall equally share the closing agent’s costs.

8. **Possession.** Possession to be given to Buyer at closing. Seller further agrees to convey the Property with all the improvements located thereon, if any, and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

9. **Brokers Disclosure.** J.P. Weigand & Sons, Inc. ("Weigand"), a real estate brokerage licensed in Kansas, in cooperation with Johnson Commercial Real Estate, LC, ("JCRE"), a real estate brokerage licensed in New Mexico are functioning as Transaction Brokers with Kevin Howell and Grant Tidemann, Kansas licensees, and Terry L. Johnson, a New Mexico licensee representing Seller's interests in this transaction. Seller and Buyer acknowledge receipt of the Broker Duties Disclosure.

Buyer's Broker/Licensee, if applicable, is functioning as:

☐ Agent of the Buyer

☐ Transaction Broker

Designated Buyer's Agent\*

\*Supervising Broker acts as a Transaction Broker

Buyer's Broker: \_\_\_\_\_

Licensee: \_\_\_\_\_

10. **Inspection.** Buyer has carefully examined the Property and the improvements located thereon, if any, and, in making the decision to buy the Property, Buyer is relying wholly and completely on Buyer's own judgment and the judgment of any contractors or inspectors Buyer may have selected. Buyer agrees that Buyer's successful bid resulting in the Purchase Price was submitted following consideration of all possible defects in the Property (including any environmental defects or problems), and Buyer purchases the Property in its present condition, "as is, where is" and without warranties or representations of any kind, concerning the condition, suitability, or value of the Property. Buyer acknowledges that neither Seller nor any broker or salesperson involved in this transaction is an expert at detecting or repairing physical defects in the Property.
11. **As Is, Where Is Condition.** Buyer is purchasing the subject Property in its "as is, where is" and "with all faults" condition and expressly without any warranties, representations or guarantees, express or implied, of any kind. Without in any way limited the foregoing, Seller and/or Seller's broker shall have the right to come on the Property after closing solely for the purpose of removing the signs advertising the Property for sale.
12. **Effective Date.** The Effective Date of this Agreement will be the last date on which this Agreement is executed.
13. **Commission.** Seller and Buyer understand that a real estate commission is to be paid to JCRE and split with Weigand in accordance with the provisions of a separate agreement. In the event Buyer is represented by a Broker as identified by a certain Broker Registration Form, attached hereto and incorporated herein, JCRE and Weigand agree to share the commission as set forth in said Broker Registration Form. Seller and Buyer hereby represent and warrant to each other that there are no other real estate brokers involved in the transaction contemplated herein or entitled to any compensation resulting from this transaction
14. **Authority to Bind.** Each individual who executes this Agreement on behalf of a party represents that he or she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his or her authority.
15. **Good Faith.** Each party to this Agreement shall use good faith and reasonable commercial efforts to accomplish the actions provided for in this Agreement in due time and to cooperate with all other parties in doing so.
16. **Entire Agreement.** This Agreement, all Exhibits, other attachments and addenda hereto, constitute the entire agreement of the parties hereof concerning the Property and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the Property. This Agreement may be modified only by both Seller and Buyer initialing changes in this Agreement or by a separate written agreement.
17. **Binding Effect.** This Agreement shall be binding upon Buyer, Seller, and their respective heirs, successors, and assigns.
18. **Electronic Signatures and Fax Signatures.** Hand signatures transmitted by fax or electronic mail (such as PDF or electronic signature, including without limitation DocuSign) are permitted as binding signatures to this Agreement. Signatures may be signed in counterpart, on separate pages, and then assembled as the complete agreement of the parties.
19. **Days of Performance.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event on which the designated period of time begins to run shall not be included and the last day of the period so computed shall be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the next day which is not a Saturday, Sunday or a legal holiday. Further, unless otherwise specified, any reference to a specified number of days shall be deemed to refer to calendar days (count includes weekends and holidays).
20. **Like-Kind Exchange.** Seller and Buyer may, at their respective options, and at their respective sole cost and expense, elect to participate in a tax deferred exchange under Section 1031 of the Internal Revenue Code in connection with this transaction and Buyer and Seller agree to reasonably cooperate with each other in connection with the same, provided: (a) neither is required to

enter into the chain of title on the other party's property and that a qualified intermediary is used to effect the exchange; (b) each will be exclusively responsible for all costs incurred in connection with their respective exchange; and (c) closing of this transaction is not unreasonably delayed in any manner because of any such exchange.

21. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of New Mexico.
22. **Foreign Investment.** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Estate Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.
23. **Notices.** All notices, consents, approvals, requests, waivers, objections, or other communications (collectively "notices") to Buyer and Seller required or permitted under this Agreement shall be delivered to same as set forth in the signature blocks of the Seller and Buyer, or such other addresses or contact information as later designated by Seller and Buyer, and to Title Company as provided hereinafter. All notices required under this Agreement shall be made in writing and delivered either by: (a) hand delivery, and considered delivered upon receipt; (b) telefacsimile, and considered delivered upon completion of transmittal; (c) prepaid United States certified mail, and considered delivered upon signed receipt or refusal to accept notice by intended recipient; (d) email and considered delivered upon completion of transmittal; or (e) nationally-recognized overnight delivery service, and considered delivered the next business day after the notice is deposited with that service for delivery. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

**NOTICES TO TITLE COMPANY**

Stewart Title Company  
Santa Fe Division  
433 Paseo de Peralta  
Santa Fe, New Mexico 87501  
Phone: 505/982-5582  
Facsimile: 505/988-5913  
Email: [stewart.com/en/markets/santa-fe](mailto:stewart.com/en/markets/santa-fe)

24. **No Assignment by Buyer.** Buyer shall have no right to assign this Agreement without the prior, written consent of Seller, which shall not be unreasonably withheld so long as the assignee agrees in writing to be bound by the terms of this Agreement and Buyer is not released from responsibility under this Agreement.

**25. Miscellaneous.**

A. **Representations, Recommendations and Disclosures.** Unless otherwise stated in writing, neither Weigand, JCRE, their brokers or salespersons have made, on their own behalf, any representations or warranties, express or implied, with respect to any element of the Property, including, but not limited to, the legal sufficiency, legal effect, or tax consequences of this transaction. Any information furnished to either party or in any property condition report should be independently verified by that party before that party relies on such information. Buyer hereby agrees to hold Weigand, JCRE, their brokers or salespersons harmless if Seller has failed to disclose any known defect or material fact regarding the Property.

Any representations made herein have been made by Weigand, JCRE, their brokers or salespersons based on information supplied by sources believed to be reliable, and Weigand, JCRE, their brokers or salespersons have not assumed any responsibility, directly or indirectly, with respect to any representations or warranties which have been made, if any. Since Weigand and JCRE are acting as brokers only, neither Weigand, JCRE, its brokers or salespersons shall, under any circumstances, be held liable to either Seller or Buyer for performance or lack of performance of any other terms or conditions of this Agreement, or for damages arising out of or relating to the contents of this Agreement over the performance or nonperformance of either of the parties to this Agreement.

B. **Attorney.** Weigand and JCRE recommend that both Buyer and Seller retain an attorney to answer any legal questions involved in this real estate transaction.

C. **Environmental Conditions.** Buyer and Seller agree that Weigand, JCRE, and their brokers and salespersons do not have any expertise in evaluating the environmental condition of the Property and that Weigand, JCRE, and their brokers and salespersons have made no representation concerning environmental condition except as may be noted in writing as a part of this Agreement.

D. **Modification and Non-Waiver.** This Agreement may not be modified or amended, except by an agreement in writing signed by Seller and Buyer. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but, except as otherwise provided herein, any such waiver shall be effective only if in writing and signed by the party

waiving such conditions or obligations. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition. One or more waivers of any covenant or condition of this Agreement by either party shall not be construed as a waiver of a further breach of the same covenant or condition.

E. **Headings.** The headings of paragraphs herein are for convenience of reference only, do not constitute a part of this Agreement, and shall not be deemed to limit or alter any of the provisions hereof.

F. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be judicially declared to be invalid, illegal, unenforceable or void in any respect, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement, and the parties hereto agree that the part or parts of this Agreement so held to be invalid, illegal, unenforceable or void will be deemed to have been stricken herefrom and the remainder will have the same force and effectiveness as if such part had never been included herein.

26. **Agreement to Terms.** Buyer and Seller acknowledge they have read the entire Agreement and that by signing below agree to all terms contained herein.

SELLER:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Names: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

NOTICES TO SELLER:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

BUYER:

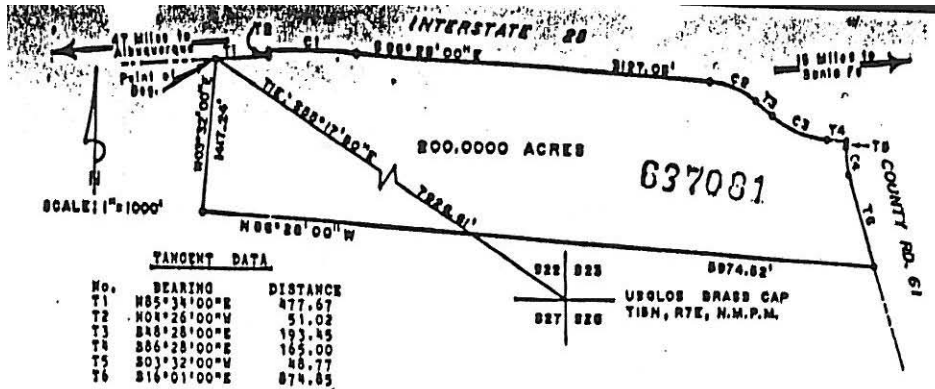
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTICES TO BUYER:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

For Office Use Only	
Ordered By: _____	Received By: _____
Drafted By: _____	Date Received: _____
Reviewed By: _____	Time Received: _____

**EXHIBIT "A"**  
(General Depiction of the Property)



TANGENT DATA		
No.	BEARING	DISTANCE
T1	N85°34'00"E	477.67
T2	N04°26'00"W	51.02
T3	S86°28'00"E	193.45
T4	S86°28'00"E	165.00
T5	S03°32'00"W	48.77
T6	S16°01'00"E	874.85

CURVE DATA						
NUMBER	ARC	RADIUS	DELTA	CHD. BRG.	CHORD	TANGENT
C1	786.24	5654.58	07°58'00"	N89°33'00"E	785.61	393.75
C2	456.92	688.94	38°00'00"	S67°28'00"E	448.59	237.22
C3	556.41	839.94	38°00'00"	S67°28'00"E	546.26	288.87
C4	277.73	813.94	19°33'00"	S06°14'30"E	276.38	140.23

**DESCRIPTION**

A certain tract of land situate in the Mesita de Juana Lopez Grant, within the northern one-half (1/2) of projected Sections 21 and 22, T15N, R7E, N.M.P.M., Santa Fe County, New Mexico and being more particularly described from County Road No. 61 easement as recorded in the office of the County Clerk of Santa Fe County, New Mexico, in Book 227, Page 93, on July 20, 1965, township plats, New Mexico State Highway Commission right-of-way maps of Interstate Highway 25 for Project I-025-5(23)260, and a survey by Samuel P. Davalos, as follows:

BEGINNING at a point on the southerly right-of-way of said Interstate 25, whence the section corner common to Sections 22, 23, 26 and 27, T15N, R7E, N.M.P.M., a USGLOS brass cap, bears S55°17'50"E, 7926.61 feet, and from said point of beginning running thence along said southerly right-of-way of Interstate 25, N85°34'00"E, 477.67 feet to a point; thence, N04°26'00"W, 51.02 feet to a point on a curve; thence, 786.24 feet along the arc of a curve to the right having a radius of 5654.58 feet and a chord bearing N89°33'00"E, 785.61 feet to a point of tangency; thence, S86°28'00"E, 193.45 feet to a point of curvature; thence, 456.92 feet along the arc of a curve to the right having a radius of 688.94 feet and a chord bearing S67°28'00"E, 448.59 feet to a point of tangency; thence, S48°28'00"E, 165.00 feet to the northeast corner of the herein described tract of land, a point on the westerly right-of-way of said County Road No. 61; thence running along said right-of-way, S03°32'00"W, 48.77 feet to a point of curvature; thence, 277.73 feet along the arc of a curve to the left having a radius of 813.94 feet and a chord bearing S06°14'30"E, 276.38 feet to a point of tangency; thence, S16°01'00"E, 874.85 feet to the southeast corner of the tract herein described, a point on the westerly right-of-way of said County Road No. 61; thence leaving said right-of-way and running along the southerly boundary of the tract herein described, N86°28'00"W, 5974.82 feet to the southwest corner of the tract; thence running along the westerly boundary of the tract herein described, N03°32'00"E, 1417.24 feet to the point and place of beginning.

Tract contains 200.0000 acres, more or less.

Bohannon-Huston, Inc.  
Courtyard I  
7500 Jefferson Street, N.E.  
Albuquerque, NM 87109  
June 13, 1988  
Job No. 88240.01

EXHIBIT "A"

*A. D. Weaver*  
A. D. Weaver  
N.M.P.L.S. No. 6544





T Johnson Management, LC  
123 Montano Road NW  
Albuquerque, New Mexico 87107  
505-710-8415 / terry@jcrenm.com



## Broker Duties Disclosure and Acknowledgement Form

**The New Mexico Real Estate Commission Rules provide that:**

**Brokers owe specific broker duties to prospective buyers, sellers, landlords (owners), tenants as set forth in Part 16.61.19.8. Brokers shall disclose the applicable set of broker duties owed to buyers, sellers, landlords (owners) of rental property and tenants as set forth in Part 16.61.19.8 prior to the time the broker generates or presents any written document to that party that has the potential to become an express written agreement and obtain from that applicable party written acknowledgement that the broker has made such disclosures. In the case of prospective buyers, sellers, landlord (owners) and tenants to whom the broker is not directly providing real estate services, such disclosure and acknowledgment of receipt shall be made through the broker who is directly providing real estate services to that buyer, seller, landlord (owner) or tenant.**

A. Brokers owe the following duties to prospective buyers, sellers, landlords (owners) and tenants:

- (1) Honesty and reasonable care and ethical and professional conduct;
- (2) Compliance with local, state, and federal fair housing and antidiscrimination laws, the New Mexico real estate license law and the Real Estate Commission rules, the New Mexico Uniform Owner Resident Relations Act, and other applicable local, state, and federal laws and regulations;
- (3) Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
- (4) Written disclosure of any potential conflict of interest that the broker has in the transaction including but not limited to:
  - (a) Any written brokerage relationship the broker has with any other parties to the transaction or;
  - (b) Any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
- (5) Written disclosure of any adverse material facts actually known by the associate broker or qualifying broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.



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123 Montano Road NW  
Albuquerque, New Mexico 87107  
505-710-8415 / terry@jcrenm.com

B. In addition to the broker duties owed to prospective buyers, sellers, landlords (owners) and tenants as set forth in Section 16.61.19.8(A), Brokers owe the following Broker Duties to the buyers, sellers, landlord (owners) and tenants to whom the broker is directly providing real estate services, regardless of the scope and nature of those services;

**Brokers working as Property Managers for a landlord (owner) are directly providing real estate services to the landlord (owner), not to the tenant:**

(1) Assistance to the party in completing the transaction, unless otherwise agreed to in writing by the party to whom the broker is directly providing real estate services, including:

(a) Timely presentation of and response to all offers or counter-offers; and

(b) Active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs (a) and (b) of Subsection B of 16.61.19.8 NMAC, the party must agree in writing that the broker is not expected to provide such service, advice or assistance;

(2) Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;

(3) Advice to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement.

(4) Prompt accounting for all money or property received by the broker;

(5) Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;

(6) Written disclosure of brokerage relationship options available in New Mexico;

(7) Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller/owner shall not disclose the following to the buyer/tenant in a transaction:

(c) That the seller/owner has previously indicated they will accept a sales/lease price less than the asking or listed price of a property;

(d) That the seller/owner will agree to financing terms other than those offered;

(e) The seller/owner's motivations for selling/leasing; or

(f) Any other information the seller/owner has requested in writing remain confidential, unless disclosure is required by law;



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(8) Unless otherwise authorized in writing, a broker who is directly providing real estate services to a buyer/tenant shall not disclose the following to the seller/owner in the transaction:

(a) That the buyer/tenant has previously indicated they will pay a price greater than the price submitted in a written offer;

(b) The buyer/tenant's motivation for buying/leasing; or

(c) Any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

(9) In the event the broker is working for the landlord (owner) as a residential property manager, the broker additionally owes to the landlord (owner) all duties owed under the law of agency.

### **16.61.19.9. Brokerage relationships**

Brokerages working with consumers either as customers or clients may do so through a variety of brokerage relationships. These relationships include but are not limited to a transaction broker relationship, an exclusive agency relationship or a dual agency relationship. For all regulated real estate transactions, a customer or client may enter into an express written agreement to become a client of a brokerage without creating an agency relationship, and no agency duties will be imposed.

A. Transaction broker: a qualifying broker, associate broker or brokerage that provides real estate services without entering into an agency relationship. The transaction broker relationship is a non-fiduciary relationship.

B. Exclusive agency: an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interests of the person in a real estate transaction. Such agreements include buyer agency, seller agency, designated agency, and sub-agency agreements.

C. Dual agency: an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as a facilitator in a real estate transaction rather than as an exclusive agent for either party to the transaction.



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123 Montano Road NW  
Albuquerque, New Mexico 87107  
505-710-8415 / terry@jcrenm.com

By signatures below, the parties acknowledge the receipt of **BROKER DUTIES and BROKERAGE RELATIONSHIP disclosure.**

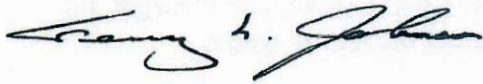
New Mexico Real Estate Broker:

T Johnson Management, LC

New Mexico Brokerage (Printed)

Terry L. Johnson

Broker's Name (Printed)



\_\_\_\_\_  
Broker's Signature

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

Buyer: \_\_\_\_\_

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

Seller: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4811 Hardware Dr. NE, Suite C-5  
Albuquerque, NM 87109  
(505) 831-3333  
[www.jcrenm.com](http://www.jcrenm.com)  
Email: [terry@jcrenm.com](mailto:terry@jcrenm.com)



**AUCTION  
BROKER REGISTRATION FORM**

Brokerage Company Name: \_\_\_\_\_  
Brokerage License Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Real Estate Agent's Name: \_\_\_\_\_  
Real Estate Agent's License Number: \_\_\_\_\_  
Real Estate Agent's Email: \_\_\_\_\_  
Buyer's Broker/Licensee, if applicable, is functioning as:  
☐ Agent of the Buyer    ☐ Transaction Broker    ☐ Designated Buyer's Agent\*

\*Supervising Broker acts as a  
Transaction Broker

**Auction Property/Location:** \_\_\_\_\_

**Auction Date:** \_\_\_\_\_  
(Print Name of Prospective Bidder)

\_\_\_\_\_  
(Company, Joint Venture, Trustee Name(s)                      (individual, signing on behalf of buying entity):

**3% Broker Participation Fee**

Johnson Commercial Real Estate, LC ("JCRE") offers Broker signing this registration form a 3% Broker Participation Fee provided all of the requirements for payment of such fee are met. To qualify for the 3% Broker Participation Fee, the real estate broker's properly registered prospective bidder must be the high bidder and must purchase and close on the auction property registered above. Further, the broker must be an active, licensed real estate broker in the State of New Mexico and not be prohibited from participating or receiving the Participation Fee by law or the Terms and Conditions of the auction.

In the case of multiple registrations of the same Prospective Bidder by different brokers, the first registration received by Johnson Commercial Real Estate, LC will be recognized. The Broker may submit only one Broker Registration Form per auction and each with only one Prospective Bidder listed. If a cooperating broker has not met all the requirements set forth in this form, no commission will be paid even if its Prospective Bidder purchases the property.

Broker and Prospective Bidder disclaim receipt from Johnson Commercial Real Estate, LC and other entities or personnel conducting the auction of any warranty, guaranty or representation, oral or written, past, present, or future of, as, to, or concerning the nature, acreage, condition, value, or quality of the property, including, but not by way of limitation, the water, soil, and geology and suitability of the property for any and all uses the Prospective Bidder (possible buyer) may elect to conduct thereon. Broker and Prospective Bidder (possible buyer) each hereby release and waive any claims against all entities and their personnel involved in conducting the auction, including J. P. Weigand & Sons, Inc., its auctioneer, and Johnson Commercial Real Estate, LC from and against all claims related to the condition of the property, including without limitation, any of the foregoing specific matters. This waiver and release shall survive closing of the transaction.

By signing below, the parties certify that they have read the above terms and conditions of this registration, the terms and conditions of the auction brochure and due diligence package (if any) and agree to defend and hold the above specified personnel and entities harmless if there is a claim by any other broker with this Prospective Bidder.

Broker Registration Forms must be received by Johnson Commercial Real Estate, LC no later than 24 hours before Prospective Bidder begins bidding.

**Broker**

**Prospective Bidder**

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

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

**Received and acknowledged by Johnson Commercial Real Estate, LC**

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