

6. **DISPUTE RESOLUTION:** The parties agree that any dispute, arising prior to or after a closing, related to this Marketing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and USA. If the parties cannot agree upon a mediation provider, the dispute shall be submitted to the American Arbitration Association. Each party agrees to bear its own costs of mediation. If mediation fails, the other remedies available under this Marketing Agreement shall apply.
7. **ATTORNEY FEES:** Except as provided in Section 6, in case of the employment of an attorney in any matter arising out of this Marketing Agreement, the prevailing party shall be entitled to receive from the other party all reasonable costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of USA, any litigation arises out of the Seller's employment of USA under this Marketing Agreement (whether before or after a closing), the Seller agrees to indemnify USA and or it's staff from all costs and attorney fees incurred by USA and/or the Staff in pursuing and/or defending such action.
8. **REAL ESTATE AUCTION:** Seller agrees to have USA conduct a TV real estate auction for the said property in an attempt to obtain the highest price with the most favorable terms that the public is willing to offer for the property under the advertised terms and conditions of the sale. The final bid shall be written and submitted to the Seller by USA with all applicable addendum's on a standard Real Estate Purchase Contract (REPC) within 72 hours of the close of the auction. Unless noted here that the property is being sold **ABSOLUTE** () *seller initials*, or unless USA reaches a pre-determined reserve price as stated below, it is understood and agreed that the final bid price is subject to the acceptance of the Seller(s). Seller agrees that in all cases, a written response to the REPC shall be submitted to the Buyer's and to USA within 72 hours after the REPC has been delivered to the Seller.
 - a. **AUCTION DATE:** USA shall conduct the TV auction of the said property on the ____ day of _____ 20____, at _____ (a.m., p.m.). Location and closing of the auction shall take place on Several Cable TV channels including but not limited to Direct TV, Dish, R&R TV, MY Family TV, and others as USA may negotiate and or its Affiliates as well as one or more of the following internet live streaming video auction sites US-TV on-line, US-TV Live Conferencing, Proxibid™ and/or others when appropriate as well as Live on-site Auctions when needed. USA reserves the right to postpone, cancel, reschedule, and/or move the time, date and location of the auction. The Seller will be consulted prior to such decision.
 - b. **AUCTION TERMS AND CONDITIONS:** The terms and conditions of the auction are as follows:
 - i. USA will offer the property as represented by the Seller(s) on all marketing forms and disclosures.
 - ii. Seller(s) agree to provide preliminary title report prior to the auction and a paid standard policy of title insurance to the purchaser in the amount of the purchase price at the close of escrow.
 - iii. The successful bidder upon entering into a Real Estate Purchase Contract will be required to submit a minimum earnest money deposit of 10% of the purchase price or \$2,000.00, whichever is greater.
 - iv. The balance of the purchase price will be due and payable by buyer no later than 15 days after acceptance by Seller(s).
 - v. All normal closing costs will be paid by the respective parties. Taxes and rents and any assessments will be prorated between the buyer and seller at close of escrow.
 - c. **SELLER AUTHORIZATIONS:** Seller authorizes and agrees to the following:
 - i. Seller's property will be placed on the USA online auction system(s), allowing buyers to bid online, when applicable. Seller(s) agree to allow USA to post the starting bid price of \$ _____, on the USA online site and other sites.
 - ii. Seller agrees to accept as a non published reserve price of \$ _____, without confirmation from the seller being required, provided that the offer meets all the terms and conditions of this agreement.
 - iii. When permitted by local regulations, installation of appropriate Auction Signage on the property.
 - iv. List the property on several internet sites, which may include the Multiple Listing Service (MLS).
 - v. Allow the use of a key box on the property.
 - vi. Upon execution of this agreement, all offers or other transaction activity shall be provided to USA immediately upon receipt by Seller.

d. AUCTION COMPANY OBLIGATIONS AND RESPONSIBILITIES:

- i. Conduct the auction using our normal TV and ONLINE auction process.
- ii. Make updates to the auction listing websites, when appropriate.
- iii. Contact, verify and qualify all potential buyer leads, from the Auction, Pre-auction and Post-Auction.
- iv. Receive offers and present them to the seller(s).
- v. Follow-through on offers, assisting the seller in facilitating the acceptance and closing process with all parties.
- vi. Use the United Country Confidential buyer lists to match potential buyers to your property.
- vii. Provide a regular progress reports on the property.
- viii. Post and update the property on all appropriate real estate and auction websites.
- ix. Post the property on United Country National sites and create a United Country private web page for the property.
- x. Produce and distribute 30 and 60 second commercials to TV Channels, Affiliates, and to post on the internet.
- xi. Should USA have access to local MLS services, upload the property onto the local MLS with the following wording under the public "REMARKS":

"THIS PROPERTY IS BEING OFFERED FOR SALE AT PUBLIC AUCTION. THE CURRENT LIST PRICE REPRESENTS THE STARTING BID PRICE OR CURRENT HIGH BID. FOR MORE INFORMATION ABOUT THE AUCTION PROCESS AND TO SUBMIT A BID, PLEASE REFER TO THE AGENT REMARKS."

Under "AGENT REMARKS" on the MLS listing, it shall state: "Information about the auction process and this property can be found on the auction website, www.USTVAUCTION.COM, or you can call **877-922-9720**. Offers may be submitted prior to the auction closing date by contacting the listing agent" or email to info@ustvauction.com

9. AUCTION MARKETING & TV PRODUCTION PARTICIPATION: Seller has been made aware of the production costs associated with a Live TV Real Estate Auction and agrees to participate in the property auction, and to share in the marketing and production costs.

Auction Marketing & TV Production Participation is \$1,500.00 per property and is non refundable, and is not based on whether or not the property sells. This upfront fee, along with the 10% buyers premium collected from the buyers is paid to USA for pre-auction preparation and producing the Real Estate Auction Show. The fee is based on airtime, production costs and marketing. Seller may qualify for a discount with bulk or multiple properties. Seller has the option to purchase a specific block of time on the show at a rate of \$200.00 per minute.

10. NO GUARANTEE: USA does not in any way guarantee or make any promises as to the results of the auction and marketing efforts. Seller understands and agrees that this TV real estate auction is an enhanced marketing solution to advertise and market the property. If included in the marketing activities, the appraisal and property inspection become the property of the Seller. If the property is not closed, there will be no refunds on any of the above marketing items, and the seller shall not be liable for any additional amount due to USA.

11. BUYER DEFAULT: In the event the buyer defaults, and the Earnest Money deposit has been received by USA, the sole remedy for the Seller(s) shall be the forfeiture of the buyer's earnest money deposit. Such deposit will first go to reimburse the seller for the auction marketing fee paid to USA on this property. Any remaining balance will be divided equally between the Seller(s) and USA as liquidated damages. THE UNDERSIGNED Seller does hereby agree to the terms of this Listing Agreement:

 (Seller's Signature) (Address/Phone) (Date)
 E-mail address: _____ Phone number: _____

 (Seller's Signature) (Address/Phone) (Date)
 E-mail address: _____ Phone number: _____

 (US-TV Auctions Marketing Representative) (Date) Phone: _____ E-mail: _____