# Richard T. Kiko Agency, Inc.
# Auction Buyer Referral Policy

TERMS OF REFERRAL AGREEMENT between the Richard T Kiko Agency, Inc. ("KIKO") and referring Broker are as follows:

1. Referral FEE shall be paid as offered on this document for this specific auction only.
   5 % of purchase price or a flat fee of $ 5% .
2. **This form letter must be received by KIKO at a minimum of 48 hours prior to the time and date of the auction or it will not be valid.**
3. Potential BUYER must sign the legible and fully completed referral form or it will not be valid.
4. This is a referral fee only; KIKO does not authorize or permit any agency representation to be created between KIKO and the referring Broker.
5. **If a potential buyer makes contact with a KIKO Agent, associate or office, regarding the subject property prior to KIKO receiving a fully executed referral form, KIKO will NOT pay a referral fee.**
6. If Buyer owns or is affiliated with Real Estate within 500 ft. of the property being auctioned, KIKO will not pay referral fee.
7. Referred Buyer must register as a bidder and be present at auction.
8. Referred Buyer must make final accepted bid, sign purchase agreement, and close the transaction with full commission paid to KIKO to entitle referring agent to referral fee.
9. The referring agent is not required to be present at auction.
10. All parties understands that broker fees and commissions are not set by law and are fully negotiable, and may be paid by seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.
11. In the event a dispute arises concerning this contract and/or the performance of Referring Broker, Agent or Kiko (including any Owner, officer, agent or employee of Kiko) arising out of or in any way related to this contract or any of their acts or performance in connection therewith, the dispute shall be submitted to binding arbitration through and pursuant to the rules of the American Arbitration Association (AAA). By agreeing to arbitration, all parties waive their right to court or jury trial. All claims, including crossclaims and counterclaims, must be brought in the arbitration or are waived. It is understood that the arbitration will be administered by said arbitration association and will include the use of its arbitrators The arbitrator shall have actual experience with this type of Agreement. All issues of arbitrability shall be determined solely by the arbitrator. All costs and/or fees of the arbitration shall be equally divided among all parties to the arbitration and all parties to the arbitration shall be solely responsible for paying their own attorney's fees. All incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Any and all disputes, whether by arbitration or otherwise, shall be venued, heard and decided in Stark County, Ohio.

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## LETTER OF REFERRAL
## RICHARD T KIKO AGENCY INC. REAL ESTATE AUCTION SALE
**Must be legible and completed in its entirety or will be VOID**

REAL ESTATE COMPANY NAME: _____

STREET: _____

CITY: _____ STATE & ZIP: _____ PHONE: _____

AGENT'S NAME: _____ PHONE: _____

**REFERRED BUYER NAME**: _____

REFERRED BUYER ADDRESS: _____

CITY: _____ STATE & ZIP: _____

**AUCTION DATE:** 11-21 **AUCTION LOCATION**: 60588 Armstrong Centerville Rd Jacobsburg OH 43933

[redacted]
**Seller's Signature**

**Potential Purchasers Signature**

[redacted]
**KIKO Agent's Signature**

**Referral Agent's Signature**

**Please fax to (330) 453-1765 or email PDF to: kiko@kikocompany.com**
**Questions please call Office: (330) 453-9187**

**KIKO USE ONLY: Date & Time Received** _____