

# AUCTION AND MARKETING SERVICES AGREEMENT



**SELLERS RESERVE INSTITUTE OC, LLC  
AUCTION AND MARKETING SERVICES AGREEMENT 2026  
(Between Sellers Reserve and Property Owner)**

## **SELLER INFORMED CONSENT, NON-RELIANCE & VOLUNTARY ELECTION**

**Seller acknowledges and confirms:**

- I have carefully read this Agreement in full and understand its terms
- I have had the opportunity to seek independent legal, financial, and real estate advice
- I understand that the auction/accelerated marketing strategy is a **time-compressed sales method**
- I understand that this method may result in a sale price **higher or lower than a traditional listing strategy**
- I understand there is **no guarantee of achieving any specific price**
- I am not relying on any verbal statements, projections, or expectations not expressly set forth in this Agreement
- I understand that marketing strategies, including “motivated seller” positioning, may influence buyer perception and behavior
- I voluntarily elect to proceed with the Sellers Reserve process

**Seller Initials:** \_\_\_\_\_

This Auction and Marketing Services Agreement ("Agreement") is made and entered into as of the Effective Date (defined below), by and between Sellers Reserve Institute OC, LLC, a Delaware limited liability company qualified to do business in California ("Sellers Reserve"), and the undersigned legal owner(s) of the residential real property identified below ("Seller").

### **1. PURPOSE AND RELATIONSHIP**

**1.1 Limited Agency Disclaimer.** Sellers Reserve is not a licensed real estate broker or agent in the State of California or any other U.S. jurisdiction. Sellers Reserve acts solely as a marketing and auction facilitation service. The Seller acknowledges that all fiduciary real estate representation obligations rest exclusively with the licensed Listing Agent and their brokerage of record.

**Seller Initials:** \_\_\_\_\_

Initials \_\_\_\_\_

**1.2 Joint Representation Model.** Sellers Reserve will work in close cooperation with the Seller’s Listing Agent and/or brokerage to promote, market, and facilitate the auction process of the property in accordance with the Seller’s instructions and California law.

**1.3 Engagement Scope.** This Agreement grants Sellers Reserve the right to market, brand, and promote the property through its proprietary auction and post-auction methods for a defined period, as outlined herein.

**1.4 Role Clarification; Limited Capacity; No Fiduciary Duties**

Seller acknowledges that Sellers Reserve is engaged by the Seller to provide **marketing, auction facilitation, and process management services** in connection with the sale of the property.

Seller further acknowledges and agrees that:

- Sellers Reserve **acts on behalf of the Seller solely in a limited, contractual capacity.**
- Sellers Reserve does **not undertake fiduciary duties**, including duties of loyalty, confidentiality, or full-service representation, which remain the responsibility of the licensed Listing Agent and brokerage
- Sellers Reserve does **not provide independent pricing advice, valuation services, or negotiation strategy**, and is not engaged for such purposes
- Seller agrees that all decisions relating to pricing, reserve setting, and acceptance of offers are made:
  - Independently by the Seller; and/or
  - In consultation with the Listing Agent or independent advisors

Seller acknowledges that while Sellers Reserve facilitates the auction process and supports the marketing of the property, **it does not replace or assume the role of the licensed real estate agent.**

**Seller confirms all such decisions are made independently or in consultation with the Listing Agent or independent advisors.**

**2. PROPERTY INFORMATION**

**Address of Property:** \_\_\_\_\_

**Legal Owner(s):** \_\_\_\_\_

**Listing Agent Name & Brokerage:** \_\_\_\_\_

Initials \_\_\_\_\_

### 3. TERM AND MARKETING STAGES

3.1 **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until the earlier of (i) the close of escrow on a resulting sale of the property, or (ii) termination by either party upon thirty (30) days' written notice. Notwithstanding termination, Sellers Reserve shall remain entitled to receive compensation under Section 6 if the buyer was introduced, engaged, or solicited during the active marketing period or within a tail period of ninety (90) days following termination.

#### 3.2 Marketing and Auction Timeline.

- **Preparation Phase:** In conjunction with the listing agent a full proprietary 'property analysis' will be conducted from which marketing collateral and digital assets will be produced to aid in the promotion of the listing and Auction.
- **Phase 1: Pre-Auction Campaign.** Active property marketing with production material, branding, digital campaigns, and open house coordination.
- **Phase 2: Live Auction.** Public auction conducted by Sellers Reserve with registered bidders. The auction may be conducted in person, online, or in hybrid format.
- **Phase 3: Post-Auction Negotiation.** If the property does not sell at auction, Sellers Reserve may continue marketing and the listing agent may continue negotiating offers via "Expression of Interest" for up to 5 calendar days or for a period agreed to by the Seller and the Listing Agent.
- **Phase 4: List Price Transition.** If the property remains unsold, Sellers Reserve may, with the Listing Agent's cooperation and instructions transition the listing to a conventional list price strategy for the balance of the agreement term.
- **Registration:** Sellers Reserve reserves the right to require bidder registration, proof of funds, or financing pre-qualification as a condition of participation in the auction process.

#### 3.2A Auction Rules and Bidder Procedures

Seller acknowledges and agrees that all auction participants, including prospective buyers, bidders, agents, proxy bidders, and remote participants, may be required to execute or comply with separate Auction Terms and Conditions, Bidder Registration Requirements, bidding procedures, participation rules, disclosures, acknowledgments, and related auction documentation established by Sellers Reserve from time to time.

Seller further acknowledges that such procedures and documentation are intended to support transparency, operational integrity, bidder qualification, legal compliance, and orderly conduct of the auction process.

#### 3.2B Auction Modification, Postponement, Suspension or Cancellation

Seller acknowledges and agrees that Sellers Reserve, in consultation with the Listing Agent where appropriate, reserves the right to postpone, suspend, adjourn, continue, modify, convert to an online or hybrid format, or cancel the auction event at any time where reasonably necessary, including but not limited to circumstances involving:

- Technical failures or interruptions
- Internet, streaming, or communication outages

- Safety concerns or venue-related issues
- Insufficient bidder participation
- Suspected collusive, disruptive, fraudulent, or improper bidding conduct
- Seller instruction or reserve-related issues
- Force majeure events or circumstances beyond reasonable control
- Any circumstance reasonably believed to compromise the integrity, legality, fairness, or orderly conduct of the auction process

Seller agrees that Sellers Reserve shall not be liable for any loss, delay, expense, or claim arising from any such postponement, suspension, modification, adjournment, conversion, or cancellation undertaken in good faith.

### **3.3 Signing of Purchase Agreement.**

Where the reserve price is met, the property shall be deemed sold, subject to execution of a purchase agreement by the parties through the Listing Agent in accordance with standard real estate procedures.

Seller acknowledges that upon acceptance of the highest bid, meeting or exceeding the reserve price, and subject to execution of the purchase agreement and escrow instructions, the Seller intends to proceed with the transaction in good faith in accordance with the auction outcome.

### **3.4 Seller Participation Acknowledgment**

Seller acknowledges that they:

- Actively participate in the marketing and sale process.
- Retain full authority over acceptance or rejection of any offer prior to the fall of the hammer.
- Are not obligated to sell unless they voluntarily execute a purchase agreement.

### **3.5 Reserve Price Certification Requirement**

As a **condition precedent** to the commencement of any auction event, Seller agrees to execute a separate document titled:

#### **“Schedule A – Reserve Price Certification”**

*(This is when and how you (the seller) set and provide formal instructions to the Auctioneer regarding your minimum sale price, referred to as your ‘Reserve’.)*

Ideally no later than forty-eight (48) hours prior to the scheduled auction.

Seller acknowledges and agrees that:

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1. **Mandatory Execution**

Execution of Schedule A is **required** in order for Sellers Reserve to proceed with the auction process.

2. **Binding Incorporation**

Schedule A is **hereby incorporated into and forms part of this Agreement** as if fully set forth herein.

3. **Ongoing Effect**

Any reserve price established and/or amended pursuant to Schedule A shall be:

- Binding on the Seller
- Deemed a material instruction to Sellers Reserve and the Listing Agent
- Subject to all acknowledgments, disclaimers, and non-reliance provisions contained in both this Agreement and Schedule A

4. **Failure to Execute**

In the event Seller fails or refuses to execute Schedule A:

- Sellers Reserve may suspend or cancel the auction
- Seller shall remain liable for any incurred marketing costs
- Sellers Reserve shall not be liable for any delay or failure to proceed

### **3.5.1 Reserve Amendments Governed by Schedule A**

Seller further acknowledges that:

- Any amendment, variation, or adjustment to the reserve price (including during the auction) shall be governed by Schedule A
- Seller agrees that all such amendments automatically reaffirm the acknowledgments and waivers contained therein

## **4. SELLER AUTHORIZATIONS**

Seller expressly authorizes Sellers Reserve to:

- Produce, publish, and distribute marketing materials including photos, videos, floor plans, virtual tours and property descriptions;
- Display, and if requested or required, disseminate property-centric information including disclosure documents, reports, statements of material facts, inspection findings, and legally required notices. Such dissemination shall be made solely for the purpose of facilitating buyer due diligence and transparency, and shall not constitute independent verification, validation, or endorsement by Sellers Reserve. Sellers Reserve does not warrant the accuracy, completeness, or sufficiency of any information provided by the Seller, Agent or third-party service providers.
- Conduct a live or digital auction event for the property, including publication of price guide(s) (subject to change with the Seller's prior authorization and approval); provided, however, that the reserve price on the day of Auction shall never be publicly disclosed; The reserve price shall be determined by the Seller and communicated to Sellers Reserve no later than forty-eight (48) hours prior to the scheduled auction time;
- Facilitate buyer interest and expression of offers both before and after the auction;
- Use the property address, Seller's name (if needed), and likeness of the property for marketing, PR and promotional purposes;
- Liaise with the Listing Agent and other stakeholders for the purpose of marketing and sale facilitation.

- In alignment with the auction strategy, the Seller hereby authorizes both the Listing Agent and Sellers Reserve to convey to prospective buyers that the Seller is highly motivated and committed to achieving a timely sale. This authority includes the use of strategic marketing language and positioning that highlights the Seller's readiness and seriousness in engaging qualified buyers throughout the auction process.
- Seller acknowledges that any strategic positioning, including references to seller motivation, is **expressly authorized** and understood as a marketing technique, not a representation of distress or compulsion.

**4.1** Seller acknowledges and agrees that any building, structural, pest, termite, or other property-related reports obtained in connection with the marketing of the property:

- Are prepared by independent third-party providers
- Are provided for general informational purposes only
- Have not been verified, interpreted, or endorsed by Sellers Reserve or the Listing Agent

**Seller further acknowledges that:**

- Sellers Reserve and the Listing Agent make no representations or warranties as to the accuracy, completeness, or sufficiency of any such reports
- Prospective buyers are encouraged to conduct their own independent inspections and investigations
- The provision of such reports does not limit or replace any legal disclosure obligations under California law

## **5. SELLER REPRESENTATIONS**

Seller acknowledges and confirms that they have or will have reviewed and approved all property disclosures, reports, and related materials provided to Sellers Reserve for the purpose of dissemination to potential buyers. Seller further affirms that such documents are accurate and complete to the best of their knowledge, and that no material facts have been knowingly omitted or withheld.

Seller represents and warrants:

- They are the legal owner(s) of the property and have full authority to enter this Agreement;
- The property is not subject to any exclusive sale or marketing agreement that would prohibit this engagement;
- They will provide reasonable access to the property for inspections, filming, open houses, and showings;
- They will work in good faith with the Listing Agent and Sellers Reserve to facilitate sale efforts.

### **5.1 Additional Representation**

Seller confirms:

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- They are **not relying on Sellers Reserve** for advice regarding market value or pricing strategy
- They have had sufficient time to evaluate all decisions
- They are acting voluntarily and without coercion

## 6. COMPENSATION AND PAYMENT

**6.1 Platform Premium.** Sellers Reserve shall be entitled to a platform premium of **1.5% of the final sale price**, payable at close of escrow. At the time of signing this Agreement, the Seller, in collaboration with the Listing Agent, shall elect one of the following payment options by ticking the appropriate box:

~~( ) Option A: Paid directly by the Seller~~

**(X) Option B:** Deducted from the gross commission payable to the Listing Agent/Broker (subject to disclosure and agreement with said parties)

The selected payment option shall be acknowledged with initials below:

**Seller Initials (confirming selected option):** \_\_\_\_\_

**Listing Agent/s Initials (if applicable):** \_\_\_\_\_ (if applicable): \_\_\_\_\_

Seller acknowledges that the Sellers Reserve platform premium is consideration for specialized marketing, auction facilitation, and proprietary processes, and is distinct from and in addition to brokerage commission for licensed real estate services.

**6.2 Non-Circumvention and Entitlement.** Sellers Reserve shall remain entitled to the platform premium described in 6.1:

- Regardless of whether the property sells at, before or after the auction date;
- Regardless of whether the property is removed from the platform by the Seller;
- Even if the Seller changes Listing Agent, brokerage, or withdraws the listing;

Provided the buyer was introduced, engaged, or solicited during the term of this Agreement by or through the Sellers Reserve platform and/or the associated efforts of the Listing Agent.

For the purposes of this Agreement, a buyer shall be deemed introduced where such buyer has:

- Registered for the auction;
- Attended an inspection or open house;
- Submitted an offer; or
- Engaged with the marketing campaign in a recorded or trackable manner.

**6.3 Survival of Rights.** Sellers Reserve's right to compensation shall survive the expiration or early termination of this Agreement for a tail period of 90 days.

## 7. LIMITATION OF LIABILITY & DISCLAIMERS

**7.1 No Guarantees or Warranties.** Sellers Reserve does not guarantee a sale, buyer performance, price achieved, or buyer financing.

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### **7.1A Market Risk and Outcome Acknowledgment**

Seller acknowledges that the ultimate success of the marketing campaign, auction process, pricing outcome, bidder participation, buyer behavior, and overall market response cannot be predicted or guaranteed.

Seller further acknowledges and accepts that:

- Real estate market conditions may fluctuate;
- Buyer demand and competitive bidding levels may vary;
- Financing, appraisal, economic, and market-related factors may influence bidding activity and final sale outcomes; and
- Any sale strategy, including auction or accelerated marketing methods, involves inherent market risk.

Seller agrees that Sellers Reserve shall not be responsible or liable for any dissatisfaction relating to market response, bidding activity, final sale price, timing of sale, or failure of the property to sell.

### **7.1B Limitation of Damages and Liability Cap**

To the maximum extent permitted by law, Seller agrees that Sellers Reserve's total aggregate liability arising out of or relating to this Agreement, the marketing campaign, auction process, property promotion, or any related services shall be strictly limited to the total amount of the platform premium actually received by Sellers Reserve pursuant to this Agreement.

Under no circumstances shall Sellers Reserve be liable for any:

- Consequential damages
- Incidental damages
- Special damages
- Punitive damages
- Speculative damages
- Lost profits
- Lost opportunity damages
- Market-based losses
- Diminution in value claims
- Emotional distress claims
- Expectation-based damages

Seller acknowledges that the allocation of risk set forth in this Agreement is a material basis upon which Sellers Reserve has agreed to provide its services.

### **7.1B No Guarantee of Competitive Bidding or Buyer Participation**

Seller acknowledges and agrees that Sellers Reserve does not guarantee:

- Competitive bidding;
- Multiple bidders;

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- Bidder registration levels;
- Buyer participation;
- Auction attendance;
- Offer activity;
- Pre-auction offers;
- Post-auction negotiations; or
- Any minimum level of market engagement.

Seller further acknowledges that auction participation and bidding activity are influenced by numerous factors beyond Sellers Reserve’s control, including market conditions, buyer financing, economic conditions, competing inventory, timing, pricing perceptions, property characteristics, and buyer sentiment.

Seller accepts the risk that:

- The property may attract limited interest;
- Only a single bidder may participate;
- Bidding may not reach the reserve price; or
- The property may fail to sell entirely.

**7.2 Valuation and Appraisal.** Any pricing guidance provided by Sellers Reserve is based solely on advice from and in conjunction with the listing agent. This includes any suggested list prices or reserve price recommendations, is for marketing purposes and shall not be construed as formal property valuations or financial advice. Where a third-party lender, appraiser, or related service conducts an independent appraisal, even if such service is introduced, recommended, initiated, or facilitated by Sellers Reserve as a good faith effort to assist prospective buyers with auction-related finance approvals, Sellers Reserve disclaims any and all responsibility for the accuracy, methodology, conclusions, or influence of such appraisal. The Seller acknowledges that such third-party valuations may differ from the Listing Agent’s opinion of value or the Seller’s expectations, and that such valuations may impact a buyer’s perception of the property’s worth. Sellers Reserve shall not be held liable for any resulting variance in buyer behavior, bid strength, or final sale outcomes.

**7.3 Legal and Tax Advice.** Sellers Reserve does not provide legal, financial, or tax advice. Seller should consult their attorney or accountant on any legal or financial matter, concerns or potential selling implications.

**7.4 No Brokerage Activities.** Sellers Reserve shall not engage in real estate negotiation, contract drafting, or fiduciary representation of the Seller or Buyer. These activities are the responsibility of the Listing Agent and licensed real estate broker or cooperating agents and brokers.

Notwithstanding the foregoing, where any individual affiliated with Sellers Reserve is a licensed real estate agent acting under a brokerage, such individual may perform brokerage services strictly in their licensed capacity and under the supervision of their broker.

**7.5 Indemnification.** Seller agrees to indemnify and hold harmless Sellers Reserve, its officers, agents, and affiliates from any claims, damages, or liabilities arising out of:

- The content, completeness, or accuracy of any disclosures or representations concerning the property, including but not limited to condition, history, improvements, zoning, or permits;
- Seller’s failure to disclose material facts or omissions whether intentional or inadvertent;
- Misrepresentations by the Seller;
- Misrepresentations by the Sellers Agent;
- Failures or delays in closing not caused by Sellers Reserve;
- Actions or omissions of the Listing Agent, Broker, Buyer, or Buyer’s Agent;
- Disputes involving property condition, disclosures, omissions, or buyer financing;

## **7.6 Market Risk Acknowledgment**

Seller acknowledges that:

- The final sale price is determined solely by market forces, including buyer demand, competition, and financing conditions
- Neither Sellers Reserve nor the Listing Agent controls or guarantees buyer behavior or pricing outcomes

## **7.7 Third-Party Reports Disclaimer**

Sellers Reserve shall not be liable for:

- The accuracy, completeness, methodology, or conclusions of any third-party reports
- Any reliance placed on such reports by the Seller or any prospective buyer
- Any omissions, errors, or differing opinions arising from independent inspections

Seller acknowledges that such reports are provided solely as a convenience and that all parties are expected to rely on their own independent investigations.

## **8. TERMINATION**

Sellers Reserve may terminate this Agreement at any time for cause or if the Seller materially breaches its obligations. Seller may request early termination in writing, subject to continued obligation to compensate Sellers Reserve as outlined herein.

Notwithstanding the above, Seller shall not terminate this Agreement during an active marketing or auction campaign without:

- (i) reimbursing all marketing and campaign costs incurred; and
- (ii) remaining liable for the platform premium where a buyer is subsequently introduced as defined in Section 6.

## **8.1 Voluntary Participation Confirmation**

Seller confirms that:

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- They retain the right to withdraw subject to contractual terms.
- Their participation in the auction process is voluntary at all times.

## 9. GENERAL PROVISIONS

9.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.2 **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior oral or written discussions.

9.3 **Severability.** If any provision is deemed unenforceable, the remainder of the Agreement shall remain in full force.

9.4 **Arbitration.** Any dispute shall be resolved by **binding arbitration administered by the American Arbitration Association (AAA) or JAMS**, at Sellers Reserve's election, in Orange County, California.

- The parties waive the right to trial by jury
- Discovery shall be limited to that permitted under arbitration rules
- The arbitrator shall award **attorney's fees and costs to the prevailing party**

9.5 **Execution.** This Agreement may be executed in counterparts and signed electronically.

## 9.6 Electronic Communications and Consent

Seller consents to the use of electronic communications, electronic records, electronic delivery, and electronic signatures in connection with this Agreement, the auction process, marketing activities, bidder communications, disclosures, notices, acknowledgments, and related transaction documents.

Seller agrees that:

- Communications transmitted by email, text message, electronic platform, digital signature software, or similar electronic means shall satisfy any legal requirement that such communications be in writing;
- Electronic signatures shall be deemed equivalent to original handwritten signatures to the fullest extent permitted by applicable law;
- Sellers Reserve, the Listing Agent, and related parties may rely upon electronically transmitted documents and communications as authentic and binding.

Seller further acknowledges responsibility for maintaining accurate contact information and monitoring communications relating to the auction and sale process.

## 10. SUPPLEMENTAL DISCLAIMERS & OPERATIONAL BOUNDARIES

10.1 **Technology Disclaimer.** Sellers Reserve may use or integrate third-party software platforms, communication tools, or automated systems in the marketing and auction process. Sellers Reserve shall not be liable for any loss of data, service disruptions, delays, or errors arising from the failure, outage, or misapplication of such technologies.

**10.1A Force Majeure** Sellers Reserve shall not be liable for any delay, interruption, postponement, suspension, modification, failure of performance, or inability to conduct marketing activities, auction events, negotiations, communications, or related services arising directly or indirectly from circumstances beyond its reasonable control, including but not limited to:

- Acts of God
- Natural disasters
- Fire, flood, earthquake, or severe weather
- Pandemic, epidemic, or public health emergency
- Government action, regulation, restriction, or order
- Power outages
- Internet, telecommunications, streaming, or technology failures
- Labor disputes or shortages
- Civil unrest, terrorism, or security threats
- Venue-related disruptions
- Transportation interruptions
- Illness, incapacity, or unavailability of key personnel
- Any other event or circumstance beyond Sellers Reserve's reasonable control

In any such event, Sellers Reserve may postpone, adjourn, suspend, convert to an online or hybrid format, modify, or cancel any marketing or auction activity without liability, provided such actions are undertaken in good faith and in a commercially reasonable manner.

**10.2 Third-Party Service Providers.** From time to time, Sellers Reserve may suggest or introduce vendors or third-party service providers (e.g., home inspectors, lenders, escrow officers, or media vendors). Such introductions are made for convenience only. Sellers Reserve shall not be liable for the conduct, performance, pricing, or representations of any such third parties.

**10.3 MLS and Advertising Compliance.** All marketing efforts facilitated by Sellers Reserve shall be coordinated with and subject to the approval of the Listing Agent and their supervising broker, where applicable. Sellers Reserve disclaims responsibility for any MLS-related infractions or misclassifications that may result from incomplete or inaccurate information provided by the Seller or Listing Agent.

Where the Listing Agent is affiliated with Sellers Reserve, MLS compliance remains the responsibility of the Listing Agent in their licensed capacity.

**10.4 Data Access and Use.**

Sellers Reserve may access and use contact information, engagement metrics, and related campaign data generated during the marketing and auction process. This data may be used to support Sellers Reserve's operational delivery, compliance obligations, reporting, and internal platform development. Sellers Reserve acknowledges that the Listing Agent and their brokerage retain their client relationships and communications. All data usage by Sellers Reserve shall be managed in a non-exclusive manner and in accordance with applicable privacy laws and internal governance policies.

## 10.5 Privacy, Data Storage and Information Handling

Seller acknowledges and agrees that Sellers Reserve may collect, receive, store, transmit, process, and use personal information, contact information, bidder information, financial documentation, engagement metrics, marketing analytics, and transaction-related data in connection with the marketing, auction, negotiation, and sale process.

Sellers Reserve agrees to use commercially reasonable efforts to maintain appropriate administrative, technical, and operational safeguards intended to protect such information from unauthorized access, misuse, or disclosure.

Notwithstanding the foregoing, Seller acknowledges and agrees that:

- Electronic communications and digital systems may involve inherent cybersecurity and transmission risks;
- No system, platform, software, cloud service, email transmission, or digital storage method can be guaranteed completely secure;
- Sellers Reserve shall not be liable for unauthorized third-party access, cyberattacks, interception, data breaches, system failures, or other events beyond its reasonable control, except to the extent caused by Sellers Reserve's gross negligence or willful misconduct.

Seller further acknowledges that certain information may be shared with:

- The Listing Agent and brokerage;
- Escrow, title, legal, lending, inspection, marketing, technology, and other transaction-related service providers;
- Prospective buyers or registered bidders where reasonably necessary to facilitate due diligence, transparency, or transaction administration.

All such use and disclosure shall be subject to applicable law and undertaken solely in connection with the contemplated transaction and related services.

## 11. DUAL ROLE DISCLOSURE AND INFORMED CONSENT

### 11.1 Multiple Roles Acknowledgment

Seller acknowledges that Michael Mahon and/or affiliated personnel of Sellers Reserve may act in multiple capacities in connection with the sale of the property, including:

- As the Listing Agent under FirstTeam Real Estate
- As the auction facilitator and marketing provider through Sellers Reserve Institute OC, LLC
- As a potential agent representing a Buyer in the transaction

### 11.2 Dual Agency Consent

Seller understands that in certain circumstances, the Listing Agent may represent both the Seller and the Buyer in the same transaction (dual agency), subject to applicable California law.

Seller acknowledges that:

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- The agent cannot act exclusively in the best interests of one party over the other
- The agent will act in a neutral and balanced capacity
- Certain confidential information cannot be disclosed to either party

Seller provides informed written consent to such dual agency representation where permitted by law.

### 11.3 Conflict of Interest Disclosure

Seller acknowledges that the combination of roles described above may give rise to perceived or actual conflicts of interest. Seller agrees that such conflicts are mitigated through:

- Full disclosure
- Transparency
- Compliance with California agency laws

- I understand the Listing Agent may act as a dual agent
- I understand this limits the agent's ability to advocate exclusively for my interests
- I have been advised of my right to seek independent representation
- I voluntarily consent to this arrangement

**Seller Initials:** \_\_\_\_\_

## 12. ROLE CLARIFICATION AND STRUCTURAL SEPARATION

### 12.1 Platform vs Brokerage Functions

Seller acknowledges that:

- Sellers Reserve operates as a **marketing and auction platform**
- All licensed real estate services are performed under the Listing Agent's brokerage

### 12.2 Licensed Activity Clarification

To the extent that any individual affiliated with Sellers Reserve is also a licensed real estate agent:

- **All brokerage services are conducted solely in their licensed capacity**
- Such services are governed by the policies and supervision of their brokerage

### 12.3 No Modification to Existing Agency Relationships

Nothing in this Agreement alters or replaces the Seller's separate listing agreement with the licensed brokerage.

## 13. AUCTIONEER NEUTRALITY

### 13.1 Neutral Facilitation

Seller acknowledges that the auctioneer acts solely as a neutral facilitator of the bidding process.

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### **13.2 Auctioneer Role; Seller Engagement; Process Fairness**

During the auction event, the auctioneer acts as the person engaged to conduct the auction process on behalf of the Seller and to seek the best lawful result available through open and competitive bidding.

The Seller acknowledges that the auctioneer's role includes encouraging competitive bidding, maintaining auction momentum, calling for bids, recognizing bids, clarifying auction procedure, and conducting the auction in a professional manner designed to support the Seller's objective of achieving the highest price reasonably available through the auction process.

Notwithstanding the foregoing, the auctioneer shall not mislead, deceive, unfairly pressure, or provide individualized legal, financial, valuation, or bidding advice to any bidder or participant. The auctioneer's obligation to support the Seller's sale objective is subject at all times to applicable law, truthful communications, fair auction procedure, required disclosures, and the rights of all auction participants.

Seller further acknowledges that auction-process fairness does not mean the auctioneer is indifferent to the Seller's outcome. Rather, it means the auctioneer may advocate for competitive bidding and a successful sale while preserving the integrity, transparency, and legality of the auction process.

### **13.3 Bid Integrity; Prohibited Conduct; Auctioneer Authority**

Seller acknowledges and agrees that the integrity of the auction process is fundamental to the Sellers Reserve platform.

Accordingly:

- Sellers Reserve and the auctioneer reserve the right to reject, refuse, suspend, or disqualify any bid or bidder reasonably believed to be engaging in collusive, deceptive, disruptive, fraudulent, improper, or unlawful conduct;
- No fictitious, misleading, or non-genuine bids shall knowingly be submitted or accepted;
- Seller shall not engage in undisclosed bidding practices intended to artificially inflate or manipulate the bidding process;
- Any seller-authorized bidding activity, if permitted by applicable law, shall be disclosed and conducted in accordance with applicable legal requirements;
- The auctioneer shall have sole procedural discretion regarding bidding increments, recognition of bids, dispute resolution, tie bids, bid withdrawal requests, and determination of the highest recognized bid, subject to applicable law.

Seller acknowledges that all auction procedures are intended to support a transparent, competitive, and orderly sale process.

### **13.4 Auction Conduct and Procedures**

Seller acknowledges and agrees that Sellers Reserve and the auctioneer shall have the authority to establish, administer, interpret, and enforce reasonable auction procedures

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intended to support the orderly, transparent, lawful, and commercially effective conduct of the auction process.

Without limiting the foregoing, Seller acknowledges and agrees that the auctioneer may, in the auctioneer's reasonable discretion and subject to applicable law:

- Determine bidding increments;
- Recognize or reject bids;
- Resolve disputed bids or bidding sequences;
- Reopen bidding in the event of uncertainty or dispute;
- Address tie bids or simultaneous bids;
- Reject late, nominal, irregular, disruptive, fictitious, or non-compliant bids;
- Require bidder identification, proof of funds, financing verification, deposits, or registration compliance;
- Refuse participation by any person who fails to comply with auction procedures or applicable requirements;
- Pause, suspend, continue, adjourn, restart, extend, postpone, or reconduct the auction process where reasonably necessary;
- Conduct the auction in person, online, by telephone, by proxy, or in hybrid format;
- Permit or prohibit bid withdrawals in accordance with the auction procedures established for the event;
- Communicate with bidders and participants during the auction process for procedural purposes.

Seller further acknowledges that:

- The auctioneer's procedural decisions made in good faith shall be final and binding with respect to the conduct of the auction process;
- The auction process may involve rapid communications and real-time decisions;
- Minor procedural irregularities or interruptions shall not invalidate the auction process or create liability for Sellers Reserve where the auction has been conducted substantially fairly and in good faith.

Nothing in this section shall permit conduct that is unlawful, misleading, deceptive, fraudulent, or prohibited under applicable California law.

## **14. COMPENSATION STRUCTURE CLARIFICATION**

### **14.1 Separate Compensation Streams**

Seller acknowledges that:

- Brokerage commissions are governed by a separate listing agreement
- The Sellers Reserve platform premium is separate and independent

### **14.2 No Duplication or Conflict Intended**

The parties acknowledge that the compensation structures are intended to operate concurrently and do not constitute duplication of services.

## **15. ENHANCED DISCLOSURE OBLIGATIONS**

### **15.1 Full Disclosure Requirement**

Seller acknowledges that the use of an auction or accelerated marketing strategy does not reduce or eliminate any legal disclosure obligations under California law.

### **15.2 Reliance on Seller and Agent Information**

Seller confirms that all disclosures, reports, and property information provided remain the responsibility of the Seller and Listing Agent.

Seller acknowledges that the provision of third-party reports:

- Is intended to support transparency
- Does not eliminate or reduce Seller's independent disclosure obligations
- Does not constitute full or complete disclosure of all material facts

## **16. MARKET POSITIONING ACKNOWLEDGMENT**

### **16.1 Repositioning Strategy**

Seller acknowledges that the Sellers Reserve process is designed to:

- Reposition the property in the marketplace
- Reset buyer perception
- Eliminate market fatigue
- Generate urgency and competition

### **16.2 No Guaranteed Outcome**

Seller understands that these strategies are designed to optimize market response but do not guarantee any specific outcome.

## **17. INTELLECTUAL PROPERTY AND PROPRIETARY METHODS**

### **17.1 Ownership of Materials and Processes**

All marketing strategies, materials, systems, and methodologies used by Sellers Reserve are proprietary.

### **17.2 Restriction on Use**

Seller agrees not to reproduce, distribute, or commercially exploit any Sellers Reserve methodologies or materials without prior written consent.

## **18. NO ORAL REPRESENTATIONS / ENTIRE RELIANCE**

Seller acknowledges:

- No oral statements, projections, or representations regarding price, timing, or outcome have been relied upon.
- Seller relies solely on the written terms of this Agreement and separate brokerage agreements.

**19. NO COERCION / VOLUNTARY EXECUTION**

Seller represents that:

- They have not been pressured, coerced, or unduly influenced
- They have had adequate time to review this Agreement
- They enter into this Agreement voluntarily

**20. ATTORNEY’S FEES**

In any dispute:

- The prevailing party shall be entitled to recover
  - Reasonable attorney’s fees
  - Costs
  - Expert witness fees

**21. LIMITATION ON DAMAGES**

To the maximum extent permitted by law:

- Seller waives claims for speculative, consequential, or expectation-based damages
- Any claim must be supported by demonstrable and non-speculative loss

**EFFECTIVE DATE:** \_\_\_\_\_

**SELLERS RESERVE INSTITUTE OC, LLC**

Signature: \_\_\_\_\_

Name: Michael Patrick Mahon

Title: Founder & CEO

**SELLER(S)**

Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

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

**SELLER(S)**

Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

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

**LISTING AGENT (Acknowledgement Only)**

Name: \_\_\_\_\_

Brokerage: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_

INT

Initials \_\_\_\_\_