

Z-Bid Corporation -Realtor / Buyer Agreement

This Agreement between Z-Bid Corporation and the undersigned Buyer and Buyer’s real estate broker is effective upon the date signed whereupon the parties agree to the following terms:

1. Z-Bid Corporation d/b/a zBid provides real time updates to prospective buyers and sellers publishing the bids of all prospective buyers on sellers’ property to enable competitive bidding by providing zBid buyers with updated information about price and terms of other bidders (zBid Service).
2. The undersigned Buyer and Buyer’s real estate broker, pursuant to the terms set forth in this Agreement intends to use the zBid service to bid on the following described real estate listing:
 Address- _____
 Property BLC# - _____
 Buyer’s Agent name and Ph#- _____
 Buyer’s Agent Individual Code - _____
3. Buyer individually and buyer’s real estate broker agree to interact with purchasers and/or their real estate broker/agent to facilitate the exchange of all information necessary to enable all bids to be submitted and accepted through the zBid Service.
4. In the event Seller accepts a bid from you after receiving at least one other valid offer, the zBid Buyer, through the zBid Service, you agree to pay a commission equal to 1.5 percent of the final sale price at closing, which will be split equally between zBid and Seller’s real estate broker. Seller shall be under no obligation to pay any fees or costs associated with Buyer’s bid. Buyer only pays the zBid commission, if there is at least one other offer submitted on Seller’s real estate and Buyer’s bid is accepted.
5. Buyer shall submit the zBid commission to the title company with the purchaser’s settlement funds and the zBid commission will be disbursed at closing. Buyer agrees to instruct closing agent to wire zBid’s commission out of settlement proceeds to Firth/Third Bank, A/C# 7984802970.
6. The zBid commission will not alter the commission charged by the listing broker.
7. Buyer and Buyer’s real estate broker agree zBid’s proprietary software used to enable real time bids to be submitted for the purchase of seller’s real estate shall not be altered by Buyer or Buyer’s agents or modified in any way nor used for any illegal or other inappropriate purpose which is deemed to be harassing or offensive to others, as determined by zBid.
8. Buyer and Buyer’s real estate broker agree that zBid shall not be liable for any injury, economic or tort, except in the event of gross negligence, criminal acts, or intentionally harmful conduct. zBid further disclaims all implied warranties.
9. zBid shall not be liable for the actions or inaction of its clients, other persons, legal entities including real estate brokers, agents, or other third parties or services.
10. Buyer agrees to indemnify zBid from any damages, including attorney fees, incurred as a result of Buyer’s breach or other actionable conduct directed at other parties.
11. Buyer agrees that any dispute with zBid that cannot be resolved through informal settlement negotiations shall be submitted to arbitration through the American Arbitration Association. The parties agree each shall be responsible for their own attorney fees and costs, except where relief is granted pursuant to a statute with a fee shifting provision, which shall be construed for purposes of this Agreement as being bi-lateral and applicable for the benefit of the prevailing party.
12. zBid Corporation reserves the right to terminate this agreement at any time and for any reason or for no reason without notice.
13. This agreement represents the entire agreement between the parties and all discussions, offers, negotiations, promises, representations, and communications are merged herein and any provisions not expressly set forth herein are hereby excluded from this agreement. This agreement may not be amended except in writing signed by both parties.

Z-BID CORPORATION
By: /s/Robert W. McNevin, Jr.
Secretary of Z-Bid Corporation

BUYER
By: _____
Date: _____

Print Name
By: _____
Date: _____

Print Name

BUYER’S REAL ESTATE BROKER
By: _____
Date: _____

Print Name