

**Z-Bid Corporation -Realtor / Seller Agreement**

This Agreement between Z-Bid Corporation, the undersigned Seller and Seller'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 Seller's property to enable competitive bidding and promote higher and/or better offers (zBid Service).
2. Seller warrants they are the owner of the following described real estate and have the legal right to sell the property:  
 Address- \_\_\_\_\_  
 Property BLC# - \_\_\_\_\_  
 Listing Agent name and Ph#- \_\_\_\_\_  
 Listing Agent Individual Code - \_\_\_\_\_  
 Listing Broker name - \_\_\_\_\_  
 Listing Broker address - \_\_\_\_\_
3. Seller agrees to permit their real estate broker/agent 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 and Seller's real estate broker agrees to same.
4. In the event Seller receives two or more bids and Seller accepts a bid from a zBid buyer through the zBid Service, that buyer will pay a commission equal to 1.5 percent of the final sale price at closing, which will be split equally between zBid and listing broker. Seller shall be under no other obligation to pay any fees or costs associated with Buyer's bid.
5. Seller 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. Seller shall be under no obligation by zBid to accept the highest offer or any offer, whether from a z bid buyer or non-z bid buyer.
8. Seller and Seller'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 Seller or Seller'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.
9. Seller and Seller'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.
10. 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.
11. Seller and Seller's real estate broker agree to indemnify zBid from any damages, including attorney fees, incurred as a result of Seller's breach or other actionable conduct directed at other parties.
12. Seller and Seller's real estate broker agree 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.
13. zBid Corporation reserves the right to terminate this agreement at any time and for any reason or for no reason without notice.
14. 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

SELLER

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

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Print Name

SELLER'S REAL ESTATE BROKER:

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

\_\_\_\_\_  
Print Name