

# Agent Agreement

(Buyer's Bidding Representative)

## FACTS

1. \_\_\_\_\_, (Buyer) is a buyer of foreclosure properties that are sold via trustee sales that take place at various times and locations throughout the County of \_\_\_\_\_.
2. Multiple trustee sale auctions can take place simultaneously, at different locations in said County, making it impossible for Buyer to be at each trustee sale at the same time.
3. Properties bought at trustee's sales must be paid for in full, via cash or cashier's checks upon the conclusion of the highest bidder's winning bid. Said checks must be made payable directly to the foreclosing trustee or in the name of the remitter of the cashier's checks. Buyer prefers to have such checks made payable in their name rather than in the name of their bidding representative. By the use of a limited power of attorney, Agent will be empowered to endorse Buyer's checks over to the foreclosing trustee.

## AGREEMENT

4. \_\_\_\_\_, (Agent) has agreed to act as Buyer's bidding representative and buy, on Buyer's behalf, various foreclosed properties as specified by Buyer and using Buyer's cashier checks for payment thereof.
5. Agent unequivocally agrees that they are just serving as the custodian of Buyer's funds when bidding on Buyer's behalf at any specified trustee's sale, and that they shall have no ownership interest whatsoever in said funds. Buyer's funds shall be returned to Buyer immediately upon Buyer's request.
6. Agent hereby agrees to unequivocally waive any right of offset that could possibly be asserted against any of Buyer's funds in their possession.
7. Agent agrees to vest the title of any and all foreclosure properties bought on Buyer's behalf in accordance with Buyer's specific instructions. In the absence of any such instructions Agent shall hold said vesting in abeyance until Agent receives Buyer's instructions.
8. Agent's compensation for acting as Buyer's bidding representative shall be detailed in the attached Exhibit "A" and incorporated herein as fully set forth.
9. This Agreement shall be enforced under the laws of the State of \_\_\_\_\_ and within the jurisdiction of the above-cited county. In the event of any legal dispute concerning matters pertinent to this Agreement, the losing party shall reimburse the prevailing party's legal fees, as the Court deems proper.

Acknowledged and Accepted between the parties hereto on: \_\_\_\_\_

Buyer: \_\_\_\_\_ Agent: \_\_\_\_\_