



**NEW MEXICO ASSOCIATION OF REALTORS®  
REAL ESTATE AUCTIONEER AGREEMENT– 2019**



**It is unlawful for an auctioneer to auction real estate on behalf of an owner of real estate unless the auctioneer either holds a New Mexico Real Estate Brokers License or enters into a transaction-specific written agreement with a New Mexico Qualifying Broker that meets the specific criteria as set forth in this Agreement.**

This Agreement is entered into by \_\_\_\_\_, a  
duly licensed New Mexico Qualifying Broker (“Broker”) and \_\_\_\_\_  
\_\_\_\_\_ “Auctioneer”.

Broker and Auctioneer agree as follows:

1. **SELLER(S):** Broker is representing the \_\_\_\_\_  
 (“Seller(s)”) in the sale of real estate identified in Paragraph 2.

2. **PROPERTY:**

\_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Legal Description

or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County, New Mexico.

3. **COOPERATION.** Auctioneer agrees to cooperate fully with the Broker and all associate brokers designated by the Broker with respect to the persons and/or Property described above.

4. **CONTACTS.** Auctioneer shall conduct all contact with parties, including the general public and other real estate brokers, in association with the Broker or the associate broker(s) designated by the Broker.

5. **MARKETING, SOLICITATIONS AND BROKERAGE ACTIVITIES.** All marketing, solicitations for business, listings, advertising, offerings, and contractual agreements in New Mexico will be in the name of the Broker.

6. **COMPENSATION:** Terms of compensation between Broker and Auctioneer are as follows: \_\_\_\_\_ Broker  
 will  will not additionally pay to Auctioneer any and all applicable New Mexico Gross Receipts Tax on compensation paid.

7. **TERM.** The Term of this Agreement will begin on \_\_\_\_\_, \_\_\_\_\_, and terminate at 11:59 p.m. Mountain Time on \_\_\_\_\_, \_\_\_\_\_. If the auction is postponed by agreement of the parties or must be postponed based on circumstances beyond the control of either party, the Term will be extended through the actual auction date and finalization of all necessary auction documents. The word “TERM” as used in this Agreement will include all extensions.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association’s strict Code of Ethics.



**NEW MEXICO ASSOCIATION OF REALTORS®  
REAL ESTATE AUCTIONEER AGREEMENT– 2019**

- 9. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 10. SEVERANCE.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
- 11. ATTORNEY FEE AND COSTS.** In any litigation, arbitration other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**BROKER**

\_\_\_\_\_  
New Mexico Broker Firm Name

\_\_\_\_\_  
By Qualifying Broker (Signature) Broker  is  is not a REALTOR®

\_\_\_\_\_  
By Qualifying Broker (Print) Date \_\_\_\_\_ Time \_\_\_\_\_

\_\_\_\_\_  
Address City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Business Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email Address \_\_\_\_\_

\_\_\_\_\_  
Qualifying Broker's NMREC License Number

**AUCTIONEER**

\_\_\_\_\_  
Auctioneer Company Name

\_\_\_\_\_  
By (Print) It's \_\_\_\_\_

\_\_\_\_\_  
By (Signature) Date \_\_\_\_\_ Time \_\_\_\_\_

\_\_\_\_\_  
Address City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Business Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email Address \_\_\_\_\_ License Number \_\_\_\_\_