



Motorcycle Listing and Commission Agreement

Bombars Beemers LLC

127-B Wolfpack Land

Durham, NC 27704

919-450-7450

Title copy and sellers driving license

Attached to this agreement/contract

Date _____

Motorcycle _____

Year _____ **Model** _____

Mileage _____

Sellers accepted compensation of sale _____

Sellers Signature _____

Introduction: This Motorcycle Listing and Commission Agreement (Agreement) is submitted to Bombars Beemers LLC to list a motorcycle (herein as "Vehicle") on the Internet site(s) (Website) maintained by the Bombars Beemers LLC (Company) for the purpose of offering the vehicle for sale on behalf of the vehicle owner (Seller) as noted above. If this Agreement is accepted by the Company and the vehicle is listed on the Website, the Seller agrees to be bound by the terms of this Agreement. This Agreement shall be deemed accepted at the offices of the Company only as evidenced by a countersigned copy hereof.

Conduct of Sale: The Seller agrees to appoint the Company and it's assigns as their agent with the right to offer the Vehicle for sale. The Seller acknowledges that the actual sale of the Vehicle is directly to the Buyer. The Company will never hold title to the Vehicle and will not provide any of its own warranties to a Buyer. Any warranties that may exist shall be between the Buyer and Seller only. The Vehicle will be offered at a sales price determined by the Company, which price shall include provisions for prompt payment of the agreed price after a 20% or prior agreed price to the Seller. All offers made by prospective Buyers will be conveyed to the Seller if different than the agreed price with a 10% flexibility on final price.

Responsibilities of the Company: The Company will provide a website listing of the vehicle with appropriate photos and details as agreed through details listed on this agreement or written documentation submitted by the Seller. Furthermore, the Company will submit a detailed ad in Craigslist and/or our Bombar's Beemers EBAY Store. The Company agrees to provide reasonable corrections or additions to the listing as requested by the Seller. The Company will use its best efforts to bring about the sale of the Vehicle. The Company will endeavor to respond to any good faith inquiry regarding the Vehicle.

Responsibilities of the Seller:

The Seller warrants that it is the true owner of the Vehicle. Any encumbrances or liens must be disclosed. The Seller agrees to promptly provide any additional information on the Vehicle which may be requested by the Company, for instance VIN # of the vehicle, title information and so on. The Seller agrees to accept any purchase offer which meets or exceeds its stated sales price. The Seller hereby grants the Company unlimited use of any photographic or motion picture materials.

ACCEPTED

BY: _____ Date _____

Peter L. Bombar - Owner Bombar's Beemers

A \$50 listing fee will be due upon termination.

Limitation of Liability, Indemnity, Severability, Entirety: Seller agrees that the Company shall have no liability to the Seller for any loss the Seller may incur in connection with this Agreement, the Website Listing, or the Company's efforts on behalf of the Seller. Seller agrees to indemnify and hold the Company harmless for any dispute arising from the activities of the Company on behalf of the Seller. Seller agrees that the terms of this Agreement are severable. If any term or provision is declared invalid, it shall not effect the remaining terms or provisions, which shall continue to be binding. Seller agrees that this Agreement is the complete and exclusive agreement between the Seller and the Company regarding the listing and sale of the Vehicle. This Agreement supersedes all prior agreements and understandings, whether established by custom, practice, policy, or precedent. This agreement may not be amended or revised, except in writing and duly signed by the Company and the Seller.

This agreement shall be governed in accordance with the laws of the State of North Carolina, USA and is subject to the additional Legal Disclaimer incorporated into the Website. Any and all disputes, should they arise, shall be submitted to binding arbitration in accordance with the American Arbitration Association.

Name: _____
Address: _____
City, _____ State: _____
_____ Country,
ZIP/Post _____ Phone: _____
_____ Email: _____

Seller
Listing accepted:

Company