

**NON-EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT – 10%**

**Manufacturer:** \_\_\_\_\_ **Ride:** \_\_\_\_\_

**Model/Year:** \_\_\_\_\_ **Serial #** \_\_\_\_\_ **Offering Price:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ITALIAN RIDES L.L.C.. (“Broker”) and \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

(“Seller”) Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Cellular \_\_\_\_\_ have entered into a Non-Exclusive Right-to-Sell Listing Agreement whereby Seller would like to sell at the offering price amusement ride equipment owned by Seller (“Equipment”).

1. For and in consideration of services to be performed by the Broker as outlined below, Broker shall have the Right-to-Sell the Equipment listed on the Data Information Statement(s) accompanying this agreement. Broker will notify seller in writing the name of customers he contacted and that expressed interest in the equipment offered by the seller. Unless seller refuses to recognize this customer as broker customer by notifying broker in writing within 5 business days from date of broker notification, if this customer purchases the equipment (“buyer”), Broker shall be entitled to the commission established herein if Equipment is sold by anyone, including Seller himself, during the term of this listing, or if the Equipment is conveyed by Seller or any other person within the subsequent period of six (6) months after the termination of this listing agreement to a Buyer first submitted to Seller by Broker.

2. It is agreed and understood that Seller warrants the Data Information Statement(s) accompanying this agreement to be true and accurate. It is understood that Broker is acting only to bring the Seller and a Buyer together and will in no case whatsoever be held liable for any claims or damages as a result of Seller’s warranties, representations or statements about the condition of the amusement ride equipment. Seller agrees to indemnify and hold Broker harmless from any cost, claims, expense, or damages claimed to result from the sale of the equipment or from the inaccuracy or incompleteness of any information provided by Seller contained on attached Data Information Statement as well as any information which may not have been provided by Seller to Broker.

3. The listing term will be for a period of six (6) months from this date, and Broker shall have the right and authority to sell the Equipment on the terms and conditions herein stated. This listing may be canceled by either party at any time after thirty (30) days following receipt of written notification by the other party.

4. In case the Equipment offered is secured, the usual and customary practice for examination, curing title, and for closing the transaction shall apply. Seller agrees to deliver to the Buyer a good and sufficient title, free and clear of all liens and encumbrances.

5. The Equipment shall be sold F.O.B. listed location as represented on the Data Information sheet. (Attachments - Exhibit A)

6. For finding a Buyer for the Equipment, SELLER agrees to pay BROKER a professional service fee of 10% of the selling price whether the ride is sold by Broker, Seller, or any other party during the term of this listing for the subsequent six (6) month period referred to above in paragraph 1. This do not apply to buyer that has not been referred to Seller by Broker.

7. In consideration of this Non-Exclusive Right-to-Sell Listing Agreement, the Broker agrees:

- A. To direct the concentrated efforts of Broker's organization in bringing about a sale.
- B. To advertise Seller's property as Broker deems advisable.

8. Broker's commission shall be payable when:

- A. Broker procures a Buyer who is ready, willing, and able to buy the equipment on Seller's terms as established herein; or
- B. Seller does, in fact, sell the equipment to a Buyer procured during the term of this listing agreement or during the term of the subsequent six (6) month period referred to in paragraph 1 above.

For purposes of this agreement, any Buyer procured by Broker shall be considered a ready, willing, and able Buyer if he offers payment in conformance with the requirements of Seller as established herein, or if Seller accepts a lower offer.

9. Broker is authorized to accept and hold money paid on deposit and in purchase of the equipment being sold. From those money held, the Broker's commission shall be first paid from all money received by the Broker; not to exceed 10% of the selling price.

10. Seller understands that this agreement does not guarantee the sale of Seller's property, but that it does guarantee that Broker will make an earnest and continued effort to sell the equipment until this agreement is terminated. The Broker further agrees to bring to the Seller all reasonable offers from potential buyers.

11. Should Broker not be able to sell the equipment within the time mentioned, Broker shall not in any way be liable to Seller.

12. This is the entire agreement of the parties and shall be binding upon them and their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**Accepted By Seller:** \_\_\_\_\_  
Seller's Signature

**Accepted By Broker:** \_\_\_\_\_  
Buyer's Signature

**Name:(Print)** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Name(Print)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ASE ATTACH A CURRENT PHOTO OF THE RIDE TO FACILITATE EFFECTIVE MARKETING.**