

NON-EXCLUSIVE USED EQUIPMENT LISTING AGREEMENT



1613 Otter Creek Road
Nashville, TN 37215 USA

Phone: 615.370.9625
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Manufacturer: _____ Ride: _____
Model/Year: _____ Serial # _____ Offering Price: _____
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Model/Year: _____ Serial # _____ Offering Price: _____
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Model/Year: _____ Serial # _____ Offering Price: _____

INTERMARK RIDES GROUP ("Broker") and _____ ("Seller")

Telephone _____ Fax _____ Cellular _____ Pager _____

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.
2. It is agreed and understood that Seller warrants the Data Information Statement(s) accompanying this agreement to be true and accurate.
3. The listing term will be for a period of six (6) months from this date, and Broker shall have the non-exclusive right and authority to sell the Equipment on the terms and conditions herein stated.
4. In case the Equipment offered is secured, the usual and customary practice for examination, curing title, and for closing the transaction shall apply.
5. The Equipment shall be sold F.O.B. listed location as represented on the Data Information sheet.
6. For finding a Buyer for the Equipment, SELLER agrees to pay BROKER a professional service fee of 10% of the selling price if the ride is sold to a buyer supplied by the Broker during the term of this listing for the subsequent six (6) month period referred to above in paragraph 1.
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.
9. Broker is authorized to accept and hold monies paid on deposit and in purchase of the equipment being sold in Broker's Escrow Account.
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.
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: _____ Accepted By Broker: _____
Seller's Signature Buyer's Signature

Company name: _____

Name (Print) Date Name (Print) Date