



VFD Fire Group

4162 Halifax Drive
Port Orange, FL 32127
386-492-3123

www.VFD-Fire.com
www.Used-FireTrucks.com

**Some of Our Other Fire
Truck Listing Web Sites**

WillGriffinFire.com
New-FireTrucks.com
FireTruck-Dealers.com
Fire-Trucks-Sale.com
Tanker-Pumper.com
Firefighting-Supplies.com

Comprehensive Fire Apparatus Listing and Marketing Agreement

The following FEE AGREEMENT is by and between **VFD Fire Group, a division of Will Griffin Fire** and the **Seller** below, for the purposes of listing and marketing **Seller's** certifiable firefighting apparatus to the customers, buyers, and web site visitors of the web sites owned, operated and maintained by **VFD-Fire Group**. The **Seller** of such apparatus, identified below, hereby enters into a listing, marketing, and fees agreement with the **VFD-Fire Group**, per the apparatus described herein and with all of the covenants and stipulations as follows:

Seller:

Seller's Name: _____ Seller's FAX Number: _____

Authorized Officer's or Agent's Name: _____ Phone: _____

Title or Office Held: _____ Cell Phone: _____

Physical Location of Apparatus: _____

Apparatus Availability Date: _____ Minimum Selling Price: \$ _____

Apparatus Type: _____ Manufacturer: _____ When Purchased: _____

Year Manufactured: ____ VIN #: _____ Currently Certified? ____ Yes ____ No

Additional Equipment Included with Sale: _____

The above **Seller** hereby declares at the time of sale, they will pay **VFD-Fire Group** a FEE of 5% (five percent) of the sales price, with a minimum fee of \$2,500, or if the final sales price is higher than the "Minimum Selling Price" the difference between the final purchase and the "Minimum Selling Price" listed above, for marketing of Seller's fire truck on **VFD-Fire Group's** web sites and for bringing a qualified buyer to **Seller**. At the time of sale, **Seller** will remit fees due, payable, and as directed by invoice submitted to **Seller** by **VFD-Fire Group**.

Additional Agreements, Covenants and Stipulations:

Services to be Provided by VFD-Funding Group:

1. VFD-Fire Group will list apparatus for the Seller, on their multiple and high search engine ranking web sites reviewed by prospective buyers. Listings will be web site appropriate, category appropriate, and apparatus is listed by year manufactured. VFD-Fire Group will supply all appropriate and necessary information, provided by Seller, in the web site(s) listing(s). VFD-Fire Group will refer qualified buyers for Sellers fire truck and will use their forms processes and methods to assist Seller in the sale of their fire truck.

Final Selling Price and Closing Date of Sale:

2. VFD-Fire Group will contact Seller with prospective buyers, who have agreed to purchase at the "Listing Price"/"Asking Price" prearranged by VFD-Fire Group, which Seller will honor and uphold during discussions with buyer and at all material times through closing.

3. Seller agrees to sell the fire truck for a listing/asking price amount equal to or higher than Seller's "Minimum Selling Price" and Seller agrees to submit any additional amounts received to VFD-Fire Group for their services. If the final sales price of the fire truck is at or lower than the "Minimum Selling Price", Seller agrees to pay VFD-Fire Group a fee of five percent (5%) of the "Minimum Selling Price", with a fee amount of no less than \$2,500, at the time of the closing of the sale.

4. Seller also requests VFD-Fire Group to use their forms, processes and methods to facilitate the sale of the fire truck and for VFD-Fire Group to set the closing date and time of the sale between Seller and 3rd. party buyer. Seller also agrees to be prepared to receive funds, transfer ownership, and to pay VFD-Fire Group fees at time of closing for service rendered.

5. Seller agrees to be available and ready to close the sale at the date and time set by VFD-Fire Group, to coordinate activities to facilitate the purchase by buyer from Seller.

6. After the sale of the fire truck, or receipt of deposit from a buyer, Seller agrees to pay the VFD-Fire Group's within three (3) business days after receiving the invoice from VFD-Fire Group for the amount due for service.

7. If the apparatus is found to have been sold, when VFD-Fire Group provides a qualified buyer to the Seller; then Seller agrees to promptly pay, within three (3) business days, Will Griffin Fire a fee of \$500 for failure of the Seller to notify VFD-Fire Group of the sale of the apparatus and for listing the apparatus for sale on the various web sites.

Warranty and Indemnification of the VFD-Fire Group:

8. VFD-Fire Group is indemnified and held harmless in all matters between Seller and buyers, as Seller affirms they have provided all accurate information to VFD-Fire Group for the apparatus listing(s) and in the "Fire Apparatus Condition Disclosure Form", attached hereto.

No Partnership or Joint Venture Intended or Created:

9. This is a simple MARKETING AGREEMENT, for the purposes of listing, marketing and selling of firefighting apparatus and no partnerships or joint ventures are intended or created between the Seller and VFD-Fire or any parties entering into this MARKETING AGREEMENT.

Taxes:

10. Any and all sales taxes, if applicable, will be collected and paid by Seller. Any income taxes due on the FEES paid to VFD-Fire Group by Seller, will be paid and borne by VFD-Fire.

Term of the Agreement:

11. The term of this agreement is for the time necessary for Seller to sell their fire truck(s), it is applicable to all apparatus submitted the Seller, and for a period of six (6) months. It may be renewed automatically thereafter by verbal agreement of Seller and VFD-Fire Group.

Comprehensiveness of this Agreement:

12. This MARKETING AGREEMENT represents the entire agreement and set of covenants and stipulations between the parties hereto and is for the apparatus listed and described above offered by the Seller, where VFD-Fire provides the Seller with prospective buyers, who purchases fire fighting apparatus. No other agreements, stipulations, covenants, contracts, understandings, modifications, enlargements, or representations exist between parties, without further and supplemental written agreements and addendum modifications being subsequently authorized and executed between the parties hereto.

We, the undersigned parties, representing Seller and representing the VFD-Fire Group, declare we have read the foregoing agreement, know its contents, and by our signature execute this **Comprehensive Fire Apparatus Listing and Marketing Agreement** in its entirety; with all of the understandings, agreements, terms, covenants, conditions, and stipulations, as set forth herein, on the dates declared and affixed below.

For Seller

For VFD Fire Group

Title or Office Held

Title

Print Name: _____

Print Name: _____

Date: _____

Date: _____

If fire department's policies, rules, and by-laws require a second signature on all submitted forms, agreements and contracts:

Second Authorized Officer

Date: _____

Title or Office Held