

# EQUIPMENT FACT SHEET

Stock No.

Agent No.

Owner:

Address:

City/State:

Phone:

Accepting Price:

Date: \_\_\_\_\_ Expires: \_\_\_\_\_ Agent:

Category \_\_\_\_\_ % \_\_\_\_\_ POT

Type \_\_\_\_\_ Mfr \_\_\_\_\_ Yr/Mfr

Model \_\_\_\_\_ S/N \_\_\_\_\_ State

Size \_\_\_\_\_ Engine Make/Size \_\_\_\_\_ Fuel

\_\_\_\_\_ Mileage \_\_\_\_\_ Hours

Lien Amount \$ \_\_\_\_\_ **SELLING PRICE**

Major Accessories or Other

Recent Maintenance

Needed Maintenance

Equipment Now Working?

General Appearance

Pictures Available \_\_\_ Yes \_\_\_ No Exclusive Listing \_\_\_ Yes \_\_\_ No

What is needed to transport?

OTHER COMMENTS

## **DEFINITIONS OF CONDITIONS**

The following definitions of conditions have been developed for use in Business Evaluation Systems appraisals. They are intended to promote a good understanding of conditions assigned to items appraised and an effective means of communicating the impact of condition, on value. Care must be taken in assignments of condition ratings to accurately reflect the impact on value.

### **EXCELLENT**

New/near new or practically new mechanical condition, extremely low hours of use, no defects, and may still be under warranty.

### **VERY GOOD**

Exceptionally good condition. May have just recently been completely overhauled or rebuilt with new or near new materials and/or has had such limited use that no repairs or worn part replacements are necessary. Very low hours of use.

### **GOOD**

In complete 100% operating condition. No known or obvious mechanical defects but may have some minor worn parts that will need repair or replacement in the near future. May have high hours of use but no defects are obvious.

### **FAIR**

Has very high hours or extended use. Defects are obvious and will require repair or general rebuild soon. Not 100% functional or efficient, may be operational or functional but questionable.

### **POOR**

Has seen very hard and long hours of service. Requires rebuild, repair, or overhaul before it can be used. Not operational or functional.

### **SCRAP**

Cost of repair exceeds value or cost of replacing with like equipment. Past useful or functional life and should be sold as scrap.

CONDITION CODES (E) (V) (G) (F) (P) (S)

# Exclusive Listing Agreement Percentage Contract

THIS AGREEMENT, for the exclusive listing, consignment, and sale of the below-listed equipment, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between hereinafter called Agent and \_\_\_\_\_, located at \_\_\_\_\_ hereinafter called Seller.

In consideration of the Agent's services, the Seller agrees to pay to the Agent, in advance, a listing fee of \$ \_\_\_\_\_ and Seller further agrees to grant the exclusive right to Agent to sell the below-listed equipment for a period of \_\_\_\_\_ days, from the month and day written above.

## TYPE OF EQUIPMENT

YEAR

MAKE

MODEL

ID #

## SELLING PRICE \$

IN THE EVENT Agent finds a ready, willing and able Buyer to purchase the above-listed equipment during the Exclusive Period, Seller agrees to pay Agent a commission of \_\_\_\_\_ percent (\_\_\_\_\_% ) of the selling price.

IN THE EVENT Seller shall privately sell the equipment to any person during the Exclusive Period, the said commission shall be \_\_\_\_\_ percent (\_\_\_\_\_% ) of such selling price, with a minimum commission due the Agent of \$ \_\_\_\_\_.

IN THE EVENT a sale shall be made with six (6) months after termination of this Agreement, and such sale shall be to a Buyer procured by the Agent, then, in such event, Seller shall pay Agent a commission of \_\_\_\_\_ percent (\_\_\_\_\_% ) of the selling price with a minimum commission due the Agent of \$ \_\_\_\_\_.

THE COMMISSION, in each situation above-stated, shall be tendered at the time Seller shall receive the selling price.

SELLER FURTHER AGREES that Agent may, upon sale, pay off existing liens or encumbrances against said equipment and deduct the same from the net price, paying to the Seller the balance remaining, whereupon, the Seller agrees to release and deliver, to Agent, all certificates of title or ownership properly endorsed and executed, showing said equipment free and clear of all encumbrances.

SELLER UNDERSTANDS that it may be necessary to allow prospective Buyer(s) to drive and/or otherwise inspect said equipment. Seller hereby expressly consents to Agent allowing prospective Buyer(s) to drive and/or otherwise inspect said equipment. Seller further indemnifies Agent, or its employees, and other associated offices/personnel and releases the same, from any claims Seller may have as a result of allowing prospective Buyer to drive and/or inspect the equipment. It is further agreed that Agent, or its employees, assume no responsibility for loss or damages to the listed equipment, by fire, theft, accident, Act of God, or any other cause.

IT IS THE SOLE RESPONSIBILITY of the Seller to provide any and all insurance coverage.

IT IS AGREED that the Agent, at its sole option, with reasonable cause, may cancel this Agreement at any time.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller of Equipment

## Exclusive Listing Agreement Add-On Contract

THIS AGREEMENT, for the exclusive listing, consignment, and sale of the below-listed equipment, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between hereinafter called Agent and \_\_\_\_\_, located at hereinafter called Seller.

In consideration of the Agent's services, the Seller agrees to pay to the Agent, in advance, a listing fee of \$ \_\_\_\_\_ and Seller further agrees to grant the exclusive right to Agent to sell the below-listed equipment for a period of \_\_\_\_\_ days, from the month and day written above.

### TYPE OF EQUIPMENT

YEAR

MAKE

MODEL

ID #

### SELLING PRICE \$

IN THE EVENT Agent finds a ready, willing and able Buyer to purchase the above-described equipment during the Exclusive Period, Seller agrees to accept \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Seller also agrees that Agent will retain as Agent's profit any amount received in excess of the amount in the preceding sentence. Agent will assume and pay all salesperson's commissions.

IN THE EVENT Seller shall privately sell the equipment to any person during the Exclusive Period, the said commission to Agent shall be \_\_\_\_\_ percent ( \_\_\_\_\_ %) of such selling price, with a minimum commission due the Agent of \$ \_\_\_\_\_.

IN THE EVENT a sale shall be made with six (6) months after termination of this Agreement, and such sale shall be to a Buyer procured by the Agent, then, in such event, Seller shall pay to Agent a commission of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the selling price with a minimum commission due the Agent of \$ \_\_\_\_\_.

THE COMMISSION, in each situation above-stated, shall be tendered at the time Seller shall receive the selling price.

SELLER FURTHER AGREES that Agent may, upon sale, pay off existing liens or encumbrances against said equipment and deduct the same from the net price, paying to the Seller the balance remaining, whereupon, the Seller agrees to release and deliver, to Agent, all certificates of title or ownership properly endorsed and executed, showing said equipment free and clear of all encumbrances.

SELLER UNDERSTANDS that it may be necessary to allow prospective Buyer(s) to drive and/or otherwise inspect said equipment. Seller hereby expressly consents to Agent allowing prospective Buyer(s) to drive and/or otherwise inspect said equipment. Seller further indemnifies Agent, or its employees, and other associated offices/personnel and releases the same, from any claims Seller may have as a result of allowing prospective Buyer to drive and/or inspect the equipment. It is further agreed that Agent, or its employees, assume no responsibility for loss or damages to the listed equipment, by fire, theft, accident, Act of God, or any other cause.

IT IS THE SOLE RESPONSIBILITY of the Seller to provide any and all insurance coverage.

IT IS AGREED that the Agent, at its sole option, with reasonable cause, may cancel this Agreement at any time.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller of Equipment

**SUPPLEMENT TO EXCLUSIVE LISTING  
AGREEMENT**

Agent \_\_\_\_\_

I, \_\_\_\_\_

have agreed to accept and have received the sum of

\$ \_\_\_\_\_ on this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_, for full payment

on:

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Type \_\_\_\_\_ of

Equipment \_\_\_\_\_

Described in the original exclusive listing agreement.

The Agent has performed fully his/her obligations to me.

I agree to indemnify and hold

harmless \_\_\_\_\_

\_\_\_\_\_ and/or Agent from any claims the purchaser may have

regarding said equipment or business.

Signed \_\_\_\_\_

# SALES CONTRACT

AGENT'S NAME \_\_\_\_\_

PURCHASER'S NAME \_\_\_\_\_

SELLER'S NAME  
STREET ADDRESS  
CITY/STATE/ZIP

TEL NO (RES) \_\_\_\_\_ (WK) \_\_\_\_\_ DATE \_\_\_\_\_

**DESCRIPTION**

Type of Equipment \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Color \_\_\_\_\_ Odometer Reading if Applicable \_\_\_\_\_ Serial No \_\_\_\_\_

	SELLING PRICE	□	
	Equipment:	∴	
	Accessories:	∴	
		∴	
		∴	
		∴	
		∴	
	TOTAL PRICE (Including Accessories)	₹	
	Trade-In Allowance	&	
	Trade Difference or Cash Price	₹	
	State Sales Tax	∴	
	License	∴	
		∴	
		∴	
	TOTAL	₹	
	Balance Due on Trade-In	∴	
	TOTAL	₹	
	Cash or Check with Order	&	
	BALANCE DUE	₹	

I offer to purchase the above equipment for the sum of \$ \_\_\_\_\_, payable \$ \_\_\_\_\_ as a deposit, and the remainder (\$ \_\_\_\_\_) upon delivery of the equipment.

I understand that neither \_\_\_\_\_ nor Agent is the current owner or seller. Neither \_\_\_\_\_ nor Agent makes any warranties, express or implied, as to title, merchantability, or fitness of purpose or otherwise. I have examined the equipment and acknowledge that the price I am offering is made in recognition of the equipment's condition, and I am purchasing it as is.

Purchaser

Item No. \_\_\_\_\_

Type:

Manufacturer:

Model No:

Serial No:

Condition:

When Purchased:

Purchased New or Used:

Amount Paid:

Estimated FMV:

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Item No. \_\_\_\_\_

Type:

Manufacturer:

Model No:

Serial No:

Condition:

When Purchased:

Purchased New or Used:

Amount Paid:

Estimated FMV: