



CHS Snowmakers
21 Schoolhouse Gulch
Garden Valley, ID 83622
(303) 818-5923
www.CHSsnowmakers.com
info@CHSsnowmakers.com

SALES/BUYERS/AUCTION REPRESENTATIVE AGREEMENT

(Updated September 10, 2022,)

Agreement between _____ (Seller/Buyer(Company/Individual)) and
Sawin Creations Inc dba CHS Snowmakers (Sales/Buyers Representative).

This agreement applies to the following:

1. Classifieds listing for sale.
2. Listing Equipment for auction (CHS Auction).
3. Buyers Agent "In Search Of" equipment.

The Sales Representative agrees (for sale listing or auction):

1. To represent the Seller's products for sale, specifically described in an email to CHSsnowmakers@gmail.com

_____ in the geographic area of world-wide. If the Seller has multiple items for sale at various times, this agreement covers them.

2. To list items with description, condition, any recent repairs, any items that need repair if known, asking price (unless specified differently) and four photos on the CHS Snowmakers Classifieds website, additional photos and videos can be saved on Google Drive provided by the Sales Representative. The listing expires after 1 year of the date of the listing, but this agreement has no expiration.
3. To maintain contact with the Seller via telephone, e-mail, or other agreed upon means of communication, with reasonable frequency, to discuss interest activity of items listed.
4. To promptly return all materials and samples provided by the Seller, if either party terminates this agreement.
5. As a Buyers Agent, the Sales Representative agrees to actively look for the products the buyer requests, presents equipment that meets buyers request in a reasonable amount of time and lists the "In Search Of" ad in the CHS Snowmakers Classifieds website.

The Seller agrees:

1. To pay the following commissions to the Sales Representative:
 - a. Five percent if the Seller collects the funds, fifteen percent if the Sales Representative collects the funds, or if the buyer purchases equipment the sales representative presents to the buyer, they agree to pay 5% of the purchase price.

2. That they are the rightful owner and/or have the rights to sell the listed equipment, if title is available, it is presented with this agreement, any and all lien holders are identified for the equipment.
3. If the item sells through other means, the Seller will provide to the Sales Representative the buyer's name and location to verify the Sales Representative didn't contact the buyer prior to the transaction. If the Seller doesn't provide this information within 30 days of the request, the Sales Representative will invoice Seller 5% of the listing price.
4. If the "In Search Of" item is not purchased through the Sales Representative, the buyer must provide the name of the seller and location.
5. The seller agrees not to list the item at a different price on other sites, including but not limited to: social media, free or paid classifieds websites, or other marketing avenues. The seller agrees to keep the listing description consistent with other marketing sites.

In addition, both Parties agree to one of the following (CHECK ONE BOX):

- ☐ Sales Representative collects funds and pays Seller the sales price, minus 15% commission, within 30 days (no cap on commission), this includes items listed on the auction website. Net 15 days after the final transaction.
- ☐ Seller collects funds and pays Sales Representative 5% commissions, within 30 days of final payment, cap of \$10,000 for commission. "In Search Of" items, the buyer pays the Sales Representative 5% of the sales price. Net 15 days after the final transaction.
- ☐ Buyer agrees to pay Buyers Representative 5% of the purchase price, net 15 days after final transaction

Video Add-On - A 30 second to 90 second video can be added to the CHS Snowmakers YouTube channel and a link in the ad to the video. Sales Representative will edit the video to show details of the equipment and a link to the ad in the video. Seller provides the raw video, after the editing is completed, the seller approves the video and it will be included in the ad. **\$50 edit fee** not included in the commission, net 15 days.

Yes include video (initial) _____

Premium Marketing - All ads on the CHS Snowmakers Classifieds pages will also appear on the CHS Snowmakers Facebook page. The ad may appear in the CHS Snowmakers email updates to over 1000 subscribers. A dedicated email blast for the sellers/buyers item is available for **\$500 for one item, \$750 for two or more items** in the same email. This fee doesn't include the commission, net 15 days.

Yes include premium marketing (initial) _____

This constitutes the entire agreement.

This agreement shall be binding upon the parties and their successors and assigns.

Signed this _____ day of _____, 20_____

Agreement has no expiration date unless both parties agree to dissolve the agreement.

Company/Seller/Buyer Officer Name & Title: Address: Phone # and email: Signature and date: Print Name:	Sales/Buyer Representative Officer Name & Title: Jason Sawin, Owner Address: 21 Schoolhouse Gulch Rd Garden Valley, ID 83622 Phone # and email: 303-818-5923 CHSsnowmakers@gmail.com Signature and date: Print Name: Jason Sawin
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Please email completed form to CHSsnowmakers@gmail.com