



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

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 fire department **Seller** below, for the purposes of listing and marketing 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 hereby enters into a listing, marketing, and fees agreement with the **VFD-Fire Group**, as follows:

Fire Truck Seller:

Seller's Name: _____ Seller's City/State: _____

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

Title or Office Held: _____ Cell Phone: _____

Apparatus Type: _____ Manufacturer: _____ When Purchased: _____

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

Additional Equipment Included with Sale: _____

Minimum Selling Price: \$ _____

Seller has completed and submitted VFD Fire Group's "Fire Apparatus Condition Disclosure Sheet", attached hereto; for each, any, or all apparatus being offered for sale by Seller and all information contained therein is accurate and true to the best of our knowledge and belief.

Initials of Seller

The above **Seller** hereby declares and certifies that they are the legal owner of the above described apparatus and they will pay **Will Griffin Fire** a minimum FEE of 5% (five percent) of the total sales price, or a flat fee of \$_____, which ever is greater, for marketing the above described fire apparatus to a buyer found, forward and provided to the **Seller** by the **VFD-Fire Group**. Final selling price will be determined by both **Seller** and **VFD-Fire Group**, as further outlined and agreed below. **Seller** also agrees and stipulates to the other additional agreements, covenants, terms and conditions as set forth herein.

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 listing(s). VFD-Fire Group will arrange a conference call between prospective buyers and Seller.

Final Selling Price and Notification of Sale of Apparatus:

2. Seller has listed a minimum sales price herein and will determine final selling price. VFD-Fire Group will contact Seller regarding inquiries by all prospective buyers.

3. Upon the sale of the apparatus and receipt of a down payment, Seller will notify the VFD-Fire Group, by phone and by e-mail to griffin@VFD-Funding.com, within twenty-four (24) hours of the sale and advise when payment will be received by the VFD-Funding Group, so the apparatus can be removed from all websites in a timely manner.

4. Seller agrees to pay the invoice sent to Seller within three (3) business days.

5. If the apparatus is found to have been sold, when VFD-Fire Group provides any inquiring customer to the Seller; then Seller agrees to promptly pay, within three (3) business days, Will Griffin Fire a fee of \$350 and all other due fees for listing the apparatus and the failure of the Seller to notify VFD-Fire Group of the sale of the apparatus.

Warranty and Indemnification of the VFD-Fire Group:

6. 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:

7. 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:

8. 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:

9. 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:

10. 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 **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