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THIS AGREEMENT made on this _____th day of _____ 20____.

BETWEEN: _____

AND: GAP MACHINERY (“GAP”)

WHEREAS _____ and “GAP” wish to enter into an agreement shall be as follows:

MANDATE PERIOD

1. The agreement hereby created shall continue and be in force for a period of _____ days commencing on the _____ day of _____ of 20_____.
2. During this period, “GAP” shall have the sole and exclusive rights to sell the equipment listed in Appendix “A”.
3. This mandate is automatically renewed for an additional _____ unless “GAP” is notified 30 days prior to termination of the mandate period.

SETTLEMENT

4. “GAP” hereby undertakes to conduct a full accounting of the said equipment sold and shall issue a cheque to _____ following the completion of this mandate.

COMMISSIONS

5. “GAP” shall retain from the proceeds of the sale a commission equal to _____.
6. Should the equipment listed in Appendix “A” be sold by _____ to a third party during the mandate period, “GAP” will receive a commission of _____ of the gross sale.

WARRANTY & TITLES

7. _____ hereby warrants to “GAP” that it holds all rights and titles to the equipment listed in Appendix “A”.
8. _____ hereby represents, warrants and guarantees:
 - (a) that it is the sole, absolute beneficial and registered owner of the equipment listed in Appendix “A”, and
 - (b) that it has a good, valid and marketable title hereto; and
 - (c) that the equipment listed in Appendix “A” are fully paid, free and clear of all charges, privileged liens, ledges, hypothecs, securities and other encumbrances of any nature, kind or description whatsoever, and
 - (d) that there are no options, rights of first refusal, commitments or agreements or conditions of sale by which _____ is bound absolutely or contingently which relates to the whole, or any parts of, the equipment listed in Appendix “A”.

HOLD HARMLESS

9. The owner and/or trustee will fully indemnify and hold harmless Gap Machinery for any and all taxes, levies, duties of any nature whatsoever imposed on “GAP” as a result of its activities performed on behalf of the owner and/or trustee, including, without restricting the generality of the foregoing, any income taxes, sales taxes, goods and services taxes, custom duties and tariffs, whether imposed by the federal, provincial or any government body (domestic or foreign) on “GAP”.

PENALTIES

10. Should merchandise stored in “GAP’s” warehouse be removed before the termination of this mandate, the consignee will be responsible for any and all charges incurred on their file at current chargeable rates-i.e.: labor costs, storage, warehouse handling charges, promotion, etcetera.

WASTE REMOVAL

11. Gap Machinery shall not be held responsible or held liable for any and all hazardous and/or toxic and/or waste materials of any substance whatsoever located within or on the premises. In no way whatsoever will "GAP" take ownership or be responsible for the storage, removal and disposal of the above mentioned materials.

IN WITNESS WHEREOF the parties have duly executed this agreement on the date first herein above written.

Per:

Per: GAP MACHINERY

APPENDIX "A"