

**EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL
LISTING AGREEMENT**

This is a legally binding agreement – **READ IT CAREFULLY**

1. **EXCLUSIVE RIGHT TO SELL:** I the undersigned Owner, hereinafter called "Owner", do hereby employ and grant **VACUUM TRUCK SALES & SERVICE, LLC.**, hereinafter called "VTSS", the exclusive and irrevocable right commencing on _____, and expiring at midnight on _____, to sell or exchange the following equipment described as:

Make: _____	Mileage: _____
Model: _____	Engine Hours: _____
Year: _____	Hub: _____
VIN: _____	Pump Hours: _____
Serial: _____	Blower Hours: _____
Type: _____	Jetter Hours: _____

2. **TERMS OF SALE:** The list price shall be \$ _____, or upon any other price acceptable to me _____.
3. **ADVERTISING:** VTSS utilizes online auctions, internet marketing, publications and trade shows as a source for buyers. All listing information will be provided, published and disseminated to these participants. VTSS is authorized to cooperate with other Brokers/Dealers to sell this equipment and to share the commission resulting from the sale on a basis solely determined by VTSS.
4. **COMPENSATION:** As Owner, I hereby agree to compensate VTSS as follows:
- A. 5 % of the selling price or a fee of \$ _____, if the equipment is sold during the term hereof, or any extension thereof, on the terms herein set forth or any other price Owner may accept.
 - B. The compensation provided for in subparagraph (A) above if equipment is sold, conveyed or otherwise transferred within ninety (90) days after the termination of this authority or any extension thereof to anyone to whom this equipment was shown provided Owner has received notice in writing, including names of the prospective purchasers, before or upon termination of this agreement or any extension thereof.
 - C. Owner shall not be obligated to pay the compensation provided for in subparagraph (A) should the Owner identify a buyer on his own and not through any means provided by VTSS.
5. **OWNER'S DISCLOSURE:** I hereby certify that all information provided herein has been reviewed by me and is complete, true and accurate to the best of my knowledge and belief. I, the Owner, agree to defend, indemnify and hold harmless VTSS against any losses, damages, claims, suits of law (including attorney's fees and court costs) or other costs or expenses relating to or resulting from any actual or alleged inaccuracy or incompleteness of the equipment information contained herein or any other information provided by me.

6. **ENTIRE AGREEMENT:** I, as Owner, acknowledge that I have read and understand this contract, and have received a copy. I further warrant that I have good title to the equipment and full authority to execute this contract and sell the equipment.

RECEIPT OF A COPY OF THIS CONTRACT IS HEREBY ACKNOWLEDGED DATED THIS THE _____ DAY OF _____, 2004.

Owner: _____

Owner: _____

VACUUM TRUCK SALES & SERVICE, LLC.

By: _____