



## EQUIPMENT SALES AGENT AGREEMENT

THIS EQUIPMENT SALES AGENT AGREEMENT (the "Agreement") is made 6/27/16, by and between Becker Arena Products, Inc. d/b/a Rink Equipment Resource ("Agent") and Village of Orland Park ("Seller"), a (*circle one*) [individual] [corporation], [nonprofit corporation], [LLC], [partnership], [Other] [If Other is circled, please describe type of entity: \_\_\_\_\_], and is subject to the following terms and conditions:

**1. Appointment of Agent.** Seller appoints Agent as its exclusive selling agent to market and sell the Equipment described on Exhibit A during the term of this Agreement. Seller will provide Agent with a digital image and narrative description of the Equipment in a manner specified by Agent. Seller specifically authorizes Agent to display the Equipment on Agent's website, [www.rinkequipmentresource.com](http://www.rinkequipmentresource.com) (the "Website") and in such other media as Agent may determine, and to enter into contracts to sell the Equipment for and on behalf of Seller as herein provided.

**2. Seller's Representations.** Seller represents and warrants to Agent that: (a) Seller owns, and at all times during the Agreement will own and maintain, the Equipment free and clear of all liens and encumbrances; (b) Seller has corporate power, due authority, and all consents of any third party necessary to sell the Equipment; and (c) Seller has not authorized, and will not during this Agreement authorize, any third party to sell the Equipment for Seller.

**3. Agent's Duties.** The Agent will use its best endeavors to feature the Equipment on the Website (and in such other media as Seller may determine) and, subject to the limitations set forth in paragraph 4, will be entitled without prior reference to the Seller to enter into contracts for the sale of the Equipment in the name and on behalf of the Seller. The Agent will in all dealings concerning the Equipment describe itself as "sales agent" for the Seller (whose identity will not be disclosed to the prospective purchaser unless authorized by Seller).

**4. Sales of the Equipment.** All sales by the Agent on behalf of the Seller will be made pursuant to the Agent's standard terms and conditions, as supplemented by the additional terms established by Seller set forth on Exhibit A, if any. The Agent will, in the course of dealing with all customers and prospective customers for the Equipment, bring to their notice such terms and conditions; and the Agent will not make or give any promises, warranties, guarantees or representations concerning the Equipment other than those contained in those terms and conditions of sale or authorized by Seller as set forth on Exhibit A. Seller may modify the minimum prices or other terms and conditions of sales in its sole discretion by providing notice to Agent. The Agent shall endeavor to sell the Equipment on behalf of the Seller at the minimum price established by the Seller or any such higher amount as may be obtained by Agent. Title to the Equipment shall at no time pass to the Agent. Unless otherwise agreed, all freight and miscellaneous fees shall be at the buyer's expense. Unless otherwise agreed, the Agent shall arrange

for the common carrier to collect the Equipment from the Seller and deliver it to the buyer at the buyer's expense. Seller is solely responsible for preparing and appropriately packaging the Equipment for transport. All payments shall be made directly to Agent, but in the event that Seller receives any payments for Equipment, it will immediately forward to Agent any such payments. Except as provided for herein, Agent is not responsible financially, or otherwise, for any transaction between Seller and the customer.

## **5. Rights and Duties of the Seller.**

(a) The Seller must act towards the Agent dutifully and in good faith. This obligation precludes Seller from marketing or selling the Equipment through any third party. Seller may sell the Equipment itself during the term of this Agreement, but in any such case Seller must promptly inform Agent of the sale, identify the purchaser and the sales price, and must immediately pay Agent the commissions for any such sale as described in Paragraph 6.

(b) The Seller shall notify the Agent of any sales or use tax, value added tax, or similar tax or fee that is required to be collected in connection with the sale of Equipment or the shipment of the same.

(c) The Seller shall (i) honor any contracts for the sale of the Equipment entered into by the Agent on behalf of the Seller pursuant to this Agreement; (ii) comply with any reasonable request by the Agent regarding freight of the Equipment; (iii) promptly and efficiently deal with any after sales inquiry relating to the Equipment raised by a customer; (iv) at the request of the Agent supply to the Agent the name and address of any customer to which the Seller has sold any Equipment pursuant to Paragraph 5(a); and (v) comply with all the applicable laws and regulations relating to the nature, method of

packaging and labeling of the Equipment.

(d) The Seller shall indemnify the Agent against any liability (including, without prejudice to the generality of the foregoing, all costs and expenses which the Agent may reasonably incur in defending any proceedings) which it may incur arising from or in connection with its being held out as the Seller's Agent, including without limitation, any failure of Agent to collect any sales or use tax, value added tax, or similar tax or fee in respect to the any sale of Equipment. This indemnification obligation will survive the termination of this Agreement.

**6. Commissions.** In consideration of providing the services pursuant to this Agreement, Seller agrees to immediately pay Agent a commission on all Equipment sold by Agent ("Commission") at the rate set forth in Exhibit B. In addition, the Agent will be immediately entitled to 50% of any gross sale price in excess of the minimum sale price established by Seller for the Equipment (the "Excess Price Commission"). Agent may deduct the Commission and any Excess Price Commission from any payment due to Seller.

**7. Agent's Legal Status and Authority.** Agent is an independent contractor and not Seller's employee. Agent has no right or power to obligate Seller in any way or manner, nor represent that it has any right to do so, except as authorized in this Agreement or other authorized in writing by Seller in order to perform its duties under this Agreement. The Agent shall be entitled to perform its duties hereunder in such manner as it may think fit.

**8. Term.** The initial term of this Agreement shall commence on the date hereof and continue for a period of 180 days unless otherwise terminated as provided below. This Agreement shall automatically renew for additional 180 day terms unless

Seller provides ten days advance written notice to Agent of its intention not to renew. This Agreement may be terminated prior to the expiration of any term under the following conditions: Either party may immediately terminate this Agreement upon written notice to the other in the event that such other party breaches any provision of this Agreement; or Agent may immediately terminate this Agreement upon ten days written notice if it determines, in its sole judgment, that the Equipment cannot be sold for the minimum price and such other terms as are established by Seller.

**9. Obligations Upon Termination.** If this Agreement is terminated for any reason, Agent shall immediately cease any and all sales and marketing activities with respect to the Equipment. Agent is entitled to all earned Commissions and Excess Price Commission based on purchase orders submitted to Seller through the date of termination, and for which shipment is later executed and payment received by Seller or on any sale of the Equipment made by Seller or any third party that is effected within [90] days following the termination of this Agreement.

**10. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of

Minnesota; shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; may not be amended or modified except in a writing signed by both parties; may not be assigned in whole or in part without the other party's written notice, whether by operation of law or otherwise; and together with Exhibits A and B, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous negotiations, understandings, agreements with respect to the subject matter hereof. Any written notice given by either party shall be delivered or sent by certified or registered mail, postage prepaid, to the addresses for the parties set forth below their names. Any causes of action between the parties shall only have jurisdiction and venue in the state or federal courts sitting in Hennepin County. If any provision of this Agreement shall be or shall become illegal or unenforceable, in whole or in part for any reason, the remaining provisions shall nevertheless be deemed valid, binding and subsisting. No delay or omission to exercise any right or power arising from a default will impair any such right or power or be considered to be a waiver of any such default or any acquiescence therein.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date set forth above.

**AGENT:**

**BECKER ARENA PRODUCTS, INC. d/b/a/  
RINK EQUIPMENT RESOURCE**

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 6611 West Highway 13  
Savage, MN 55378

**SELLER:**

**Village of Orland Park** \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Address of Property  
for Sale (if different):** \_\_\_\_\_

**EXHIBIT A**  
**TO EQUIPMENT SALES AGENT AGREEMENT**

List of Equipment

<u>Item Description</u>	<u>Minimum Sell Price</u>	<u>Warranty or other Terms</u>
1991 Zamboni 552	\$9,600	No Warranty. Seller will package and load for transportation. Buyer will pay all shipping costs.

- Serial # 4624
- 6,975 hrs
- Board Brush
- Works as it should with the exception of wash water pump
- Batteries & charger new in December 2008, but machine has had limited use since
- Accessories included are spare tire,(5) 77" blades, EV100 scan tool
- All books, service manual, video included
- Selling because it was replaced with a newer propane machine





**EXHIBIT B**  
**TO EQUIPMENT SALES AGENT AGREEMENT**

**Commission Schedule**

25% brokerage fee based on final selling price.