

## **SoundBroker.com - Seller's Agreement**

Thank you for expressing your interest in working with Cash Landy Pro Sales, Inc., D.B.A. SoundBroker.com and/or LightingBroker.com the best place in the world for getting the most for your money when buying & selling new and pre-owned SOUND, LIGHTING, & VIDEO equipment. Serving our industry since 1997, SoundBroker.com buys and sells with most (if not all) of the major sound and lighting companies and has agreements with manufacturers to sell their new, B-Stock and discontinued gear.

SoundBroker.com has a very sophisticated, but simple to use listing & selling system. All the for sale listings appearing on SoundBroker.com are now entered by our members that own the gear, such as yourself. SoundBroker.com gets up to 6,000 visitors every day and most of them stop on our new listings page. If the items that you have for sale are priced to sell and described correctly, we have found from experience that it will sell within the first two weeks of listing with us.

We want to publish your listing in the correct category on SoundBroker.com and in our "New Listings" section of our site, however to ensure that we get your listing entered into our system accurately and in a timely manner, it is imperative that you follow our instructions when you post it on SoundBroker.com. It is important to note that SoundBroker.com's search engine is very sophisticated, so that a buyer will be able to look up any item using tech specs or model or manufacturer.

I started SoundBroker.com in August of 1997 and I assure you that if you want to sell your gear quickly, you need to price it to sell quickly, describe it accurately in detail, include in the description: MFG, Model, Year of MFG, Basic Tech Specs and most importantly include as many recent pictures of the gear that you have. You also might want to consider upgrading to a Motivated Seller status listing.

With the exception of our Direct To Buyer program, SoundBroker.com adds our fee for service on top of your asking price. You need to tell us what you want for your sale item(s) and we add our percentage on top of your asking price. When we get an offer below your asking price, we will bring you the offer and we will negotiate our fee.

With the exception of our Direct To Buyer program, SoundBroker.com marks up your asking price by adding a minimum profit margin of between 10% & 15% on all items for sale except those under \$1,000 where rather than working on a percentage, SoundBroker.com adds between \$150 & \$200 to your asking price.

For the most rewarding experience when listing your equipment for sale with SoundBroker.com, imagine you are the buyer and ask yourself the questions that you would ask a seller before you would purchase any

technical equipment. It is our experience that the more detailed the description the faster an item sells.

However the best way to sell using SoundBroker.com is to price your items to sell. In reality, the buyer determines the actual sales price of the equipment and it will always be in direct ratio to the quantity of the item available (supply) for sale and the need of the potential buyer (demand). For the best results, please price your items for sale accordingly.

SoundBroker.com recommends that if you want a leg up and want all of your listings to appear bolded and at the top of the category that they fit into you should consider upgrading to a Platinum Membership. [For all the details click here](#) or go to <http://www.soundbroker.com/newuser/>.

By listing equipment for sale with us you agree and guarantee the following:

- 1) Seller agrees to respond to SoundBroker.com in a very timely manner.
- 2) Seller agrees that unless otherwise stated all equipment listed for sale with SoundBroker.com is in good working and looking condition and is owned by the Seller and that Seller has the rights to sell the equipment listed for sale and that Seller has immediate access to the listed equipment and that Seller has the desire to sell the listed equipment.
  - 2a) In the event that anything listed for sale with SoundBroker.com is not owned free and clear and/or is unencumbered by a collateralized loan, UCC filing, tax lien or any other manner that proceeds of a sale using the services of SoundBroker.com is owed to another party other than the Seller, Seller agrees to notify SoundBroker.com in writing of the amount owed and who it is owed to at the time of placing the listing with SoundBroker.com. Any and all payments of monies owed on equipment to a third party are the sole responsibility of the Seller. In the event of a conflict of any kind, Seller is responsible for his debt on this sale to the prevailing party and agrees to hold SoundBroker.com harmless from any and all claims.
- 3) With the exception of our Direct To Buyer program, SoundBroker.com works on a minimum of a 10% profit margin depending on the total dollar amount of the sale. Seller agrees to tell SoundBroker.com a legitimate amount that they would like to receive for their items for sale. SoundBroker.com will add their percentage on top of Seller's asking price. If SoundBroker.com gets an offer below Seller's requested asking price, SoundBroker.com will bring Seller the offer and, if necessary, negotiate the sales price and SoundBroker.com's fee.
- 4) Upon SoundBroker.com (including Direct To Buyer Secure Transaction Service) identifying a buyer that has agreed to SoundBroker.com's terms, agreements and has paid SoundBroker.com and SoundBroker.com and Seller have agreed upon sales price, terms and conditions, SoundBroker.com will issue Seller our purchase order that will describe

the purchase and shipping instructions. Seller agrees to ship merchandise packaged correctly for shipping with adequate insurance within two working days based on our instructions. Unless otherwise agreed to, SoundBroker.com will coordinate all aspects of the shipment from the Seller to the Buyer including the purchase of physical damage/loss insurance from the transport company for the replacement amount of the order. Seller agrees to cooperate with all reasonable requests made by SoundBroker.com to the Seller regarding packaging and shipping. Seller is responsible to ensure that the order is packaged properly as a safeguard to protect the order from being damaged during transport.

5) Upon arrival of the sold equipment at the Buyer's agreed upon location, Seller grants Buyer a 2-day right to inspection to determine that the equipment is in Seller warranted condition. Upon Buyer's purchase being accepted without exceptions, With the exception of our Direct To Buyer program where Seller has been paid directly by the Buyer, SoundBroker.com will issue payment within two working days to Seller.

5a) In the event of a challenge with the purchase, Buyer must contact the Seller in writing within the 2-day period either directly or through SoundBroker.com to explain the problem to Seller. (Example: Delivery on 1/1 buyer must notify on or before 1/3).

5b) Notification period does not include Saturday, Sunday or Government holidays.

5c) In the event it is deemed by SoundBroker.com that problems incurred to the sold equipment received by the Buyer are due to Seller's misrepresentation, Seller agrees to repair or replace or refund the full purchase price as well as shipping costs in a timely manner to Buyer.

5d) In the event of damage during shipping: Liability lies with and is the responsibility of the Seller and the Freight Company for any/all damages. Buyer has agreed that in the event of damage due to shipping, Buyer will note in writing any exceptions directly on the bill of lading from the shipping company before accepting the gear and notify in writing SoundBroker.com within an extremely timely manner, but in no event any later than 2 working days after receipt of item by Buyer.

5e) As agreed, all shipments of Seller's sold equipment is insured for loss or damage during shipping. However, in the event that the shipping carrier deems that the damage caused to the shipped equipment is due to improper packaging or negligence on the part of the Seller, Seller agrees to repair or replace or refund the full purchase price as well as shipping costs in a timely manner. In the event that it is deemed that the shipping damage is not the fault of Seller, SoundBroker.com will pay the Seller as agreed.

5f) With the exception of our Direct To Buyer program, in the event of any and all challenges regarding a sale, SoundBroker.com will act as mediator and will hold all funds until an agreement is reached and fault is determined. In the event that the equipment sold by Seller was either

misrepresented or damage occurred due to negligence by the Seller, SoundBroker.com reserves the right to charge Seller up to \$150 for labor costs incurred by SoundBroker.com as well as a 10% mark up of all material, parts, labor and shipping to rectify the challenge and complete the sale in the stated condition.

5g) SoundBroker.com is not responsible for any claims made against the Seller regarding equipment sold. Seller shall indemnify and hold SoundBroker.com harmless from any claims, loss, demands, litigation or judgments concerning the condition of the equipment or the misinformation or concealment of any material fact concerning the equipment supplied to SoundBroker.com by Seller.

6) Unless otherwise agreed to in advance and upon Buyer's acceptance of order, SoundBroker.com will issue agreed amount of payment to Seller in the form of a SoundBroker.com check drawn on a Bank of America account. SoundBroker.com will mail the check within two (2) working days of Buyer's acceptance, via US Post Office first class mail. If agreed to in advance and at Seller's sole expense, SoundBroker.com will pay Seller in any form requested (i.e. wire transfer, bank check, FedEx, UPS, etc.)

7) Unless otherwise agreed upon by Seller and SoundBroker.com, SoundBroker.com is not and shall not be deemed in any way, to be Seller's agent, and Seller shall not be bound by or liable for any representations concerning the equipment made by SoundBroker.com.

8) On all sales made by direct negotiation by SoundBroker.com on behalf of the Seller, Seller (if Seller collects the moneys owed Seller) agrees to pay SoundBroker.com the agreed upon commission within one week of SoundBroker.com's invoice to Seller. In the event that SoundBroker.com introduces Buyer to Seller, Seller agrees to sell to Buyer using the services of SoundBroker.com.

9) SoundBroker.com acknowledges that all items listed with SoundBroker.com for sale are subject to prior sale by Seller unless Seller commits to the sale and authorizes SoundBroker.com to issue an invoice to the Buyer. It is understood that Seller will only hold the order for Buyer up until a mutually agreed upon date.

10) Should any litigation be commenced between Buyer and/or Seller and/or SoundBroker.com concerning this agreement, the sale of the equipment, or the rights and duties of either party under this Agreement, then the party prevailing in such litigation shall be entitled in addition to such relief as may be granted, to a reasonable sum as and for their attorney fees in such litigation which may be determined by the court in such litigation or in a separate action brought for that purpose.

11) This agreement contains the entire Agreement between Seller and SoundBroker.com concerning the sale of the items listed with SoundBroker.com and correctly sets forth each party's rights and duties to each other concerning this matter. Any agreement or representation concerning the subject matter of this Agreement or the duties of either

party in relationship hereto not set forth in this instrument is null and void.

Once again I want to remind you that if you are serious about selling your items quickly, we recommend that you price it to sell and include up to 8 pictures when you place the listing. A picture is worth ten thousand words and our system will provide you an easy way to include them with your listing.

If you have any additional questions or if there is anyway that I can assist you, please contact our office.

All my best,

Jan

Jan Landy, Founder & CEO

SoundBroker.com

Linking Buyers & Sellers Together For Decades

Pro: Sound, Lights, & Video

Tel. 702-736-3003

**SoundBroker.com Motivated Seller Program** is an inexpensive method designed to give your listing maximum exposure immediately. If you are willing to price your item for sale at a reasonable price and be open to receive legitimate offers, then this program is for you.

How it works: After placing your listing on SoundBroker.com you will have a choice to select one of the 3 plans below.

**Plan A \$10.00**

Your listing will be included in the Motivated Seller Section of SoundBroker.com's Daily Wanted Newsletter (1 Time Only)

Your listing will be included in the Motivated Seller Section of SoundBroker.com's Weekly Newsletter (1 Time Only)

Your listing will be included in the Motivated Seller Section of SoundBroker.com (7 Consecutive Days)

**Plan B \$20.00**

Your listing will be included in the Motivated Seller Section of SoundBroker.com's Daily Wanted Newsletter (2 Consecutive Days)

Your listing will be included in the Motivated Seller Section of SoundBroker.com's Weekly Newsletter (2 Consecutive Weeks)

Your listing will be included in the Motivated Seller Section of SoundBroker.com (14 Consecutive Days)

**Plan C \$30.00**

Your listing will be included in the Motivated Seller Section of SoundBroker.com's Daily Wanted Newsletter (5 Consecutive Days)

Your listing will be included in the Motivated Seller Section of SoundBroker.com's Weekly Newsletter (4 Consecutive Weeks)

Your listing will be included in the Motivated Seller Section of SoundBroker.com (30 Consecutive Days.)

April 2010 Circulation: minimum 24,000 views per plan.