

SoundBroker.com - Seller's Agreement

Thank you for expressing your interest in working with Cash Landy Pro Sales, Inc., d.b.a. SoundBroker.com "the name to trust" when it comes to buying new and pre-owned Professional AUDIO, LIGHTING, STAGING, & VIDEO equipment. Serving our industry since 1997, SoundBroker.com buys and sells with most (if not all) of the major companies in our industry and has agreements with manufacturers to sell their new A-Stock, B-Stock, Rep Samples and discontinued gear.

SoundBroker.com has a simple to use listing & selling system. All the "For Sale" listings appearing on SoundBroker.com are entered by our members that own the gear, such as yourself.

SoundBroker.com gets up to 26,000 visitors every day and most of them stop on our "Latest 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 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.

With the exception of your sale items in our "Direct To Buyer" (D2B) 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 from a prospective buyer below your asking price, we will bring you the offer and depending on situation we will consider to negotiate our fee.

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 these items you might want to consider a Platinum Membership to list your items in the D2B, where the sale can go directly to you without SoundBroker.com adding in any fees on those sales.

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 encumbered 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 and the Buyer harmless from any and all claims.

2b) Seller agrees that all photos submitted to [SoundBroker.com](#) are actual photos of the item(s) listed for sale and not those of the Manufacturer and that you have the rights to use the photos submitted. By submitting your images to SoundBroker.com, you hereby grant your permission for us to use any photos that you have taken, for any purpose, including but not limited to social media, marketing, and advertising. You agree to waive all claims to compensation for the use of your submitted photos. It is understood that we may edit, alter, or otherwise modify the photos in a way that will purpose our website needs. This permission is

irrevocable and will remain in effect for the lifetime of that the listing appears where they were we originally posted them.

3) With the exception of D2B, 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 D2B 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 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 damage 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 including but not limited to taking photos of the sold items before and after packaging. 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's warranted condition. Upon Buyer's purchase being accepted without exceptions, (with the exception of sales made using our D2B, where Seller had been paid in advance of shipping directly from the Buyer) SoundBroker.com will issue payment within two working days to Seller, provided that Seller has submitted to SoundBroker.com Seller's invoice and W-9.

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 challenge 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 D2B, 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 and Seller's has submitted agreed upon paperwork, SoundBroker.com will issue agreed amount of payment to Seller in the form agreed upon. If agreed to in advance and at Seller's sole expense, SoundBroker.com will pay Seller in any form requested (i.e. wire transfer, ACH, 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) Direct Club: All transactions using the Direct To Seller, Direct To Buyer Program are between the Buyer and the Seller with NO recourse whatsoever from SoundBroker.com. In no event will Soundbroker.com, its subsidiaries, affiliates, officers, or employees, be liable for any damages whatsoever including but not limited to direct, indirect, incidental, punitive, and consequential damages (including without limitation those resulting from lost profits, lost data or business interruption) arising out of the use of this website. Buyer agree to hold SoundBroker.com completely harmless to the fullest extent permitted by law for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs. It is intended that this limitation apply to any and all liability or cause of action.

11) 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 Nevada court in such litigation or in a separate action brought for that purpose.

12) This agreement contains the entire Agreement between Seller and SoundBroker.com concerning the sale of the items listed & or sold with SoundBroker.com and correctly sets forth each party's rights and duties to each other concerning this matter. In the event Seller does not abide by the rules of SoundBroker.com, SoundBroker.com reserves the right to cancel Seller's membership to SoundBroker.com without compensation. 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.