



351 PLEASANT STREET, NORTHAMPTON, MA 01060 413-237-4209 FAX 413 774-3874

AGREEMENT FOR LISTING ITEMS FOR SALE ON RAILMOVER.COM

NAME OF YOUR BUSINESS: _____

ADDRESS: _____

CONTACT PHONE: _____

CONTACT E-MAIL: _____

ITEM YOU ARE LISTING: _____

SERIAL NUMBER: _____

MODEL AND YEAR: _____

CONDITION REPORT:

PLEASE INCLUDE A GOOD QUALITY DIGITAL PHOTO – E-MAIL TO INFO@RAILMOVER.COM

_____ **INITIAL HERE**

Railmover.com Terms and Conditions

- **You authorize us to offer listed items for sale or lease.** You authorize us to offer the listed items for sale or lease on our Railmover™ Website(s), and you understand, acknowledge and agree that listed items sold or leased through Railmover.com are subject to a ten percent (10%) commission or minimum commission of \$3,500.00, payable to Railmover.com upon closing. Third party brokers must include their commissions and fees in the total sale price. These third party commissions will not be deducted from Railmover.com commissions.
- **Buyer Relationship:** Railmover.com deals directly with all buyers and buyers agents on behalf of the seller. Upon the closing of a sale, funds are processed through our client escrow account, and all fees and commissions are deducted prior to final payment to the seller.
- **Term, termination and duties of the parties after termination.** The term of this Agreement will begin upon our acceptance of your listing application and will end when terminated by either party. This Agreement may be terminated by either party for any reason upon notice to the other, as provided for herein. Railmover.com shall have the right to either the 10% commission for any lead that results in a sale, up to six months after the listing expires, provided that referral came from Railmover.com. This agreement will be interpreted by the Commonwealth of Massachusetts. Sellers and listing agents will be responsible for all reasonable attorney fees in the event of collection action by Railmover.com and Goff Media, Inc.
- **Disclaimer:** The equipment contained herein on RailMover.com is offered as is and with all faults. There are no warranties of fitness for particular purpose. Unless agreed to independently between the owner and purchaser. Railmover.com offers no warranties and does not vouch for the accuracy of descriptions of equipment contained on its web site.
- **Liability:** Owners listing their Rail Car Movers on Railmover.com agrees to and do hereby release, indemnify, protect, defend and save harmless RailMover.com, its owners, the successors, sales representatives and agents and assigns, from and against all costs or expenses resulting from any and all loss of life or property, or injury, or damage to the person or property of any person, firm, or corporation, and from any and all claims, demands, or actions for such loss, injury or damage, caused by, growing out of, or in any way connected with, the possession, use, maintenance or operation of the said Railcar Mover advertised and brokered through RailMover.com whether attributable to the fault, failure, or negligence of owner, Lessor or otherwise.
- **Force majeure:** No party to this Agreement shall be liable for a failure or delay in the performance of its obligations hereunder when the cause is beyond the reasonable control of such party, including but not limited to utility or telecommunications fluctuations or failures, civil disorders, insurrection, war (or similar), fires, flood, earthquakes, explosions, or other acts of God. In any such event, the affected party shall be excused from any further performance and observance of its obligations only for so long as such circumstances prevail and such party continues to use its best efforts to resume performance as soon as reasonably practical.
- **Limited right to use intellectual property.** All contents of the Railmover.com™ Website(s), this Agreement, and the Program documentation are Copyright (c) 2008-2012 Railmover.com. All rights are reserved. Railmover.com and other names of Railmover.com products and or services referenced herein are trademarks or intended to be registered trademarks of Railmover.com. Railmover.com is a subsidiary of Goff Media, Inc., a Massachusetts based corporation.