

Garage & CHS Snowmakers Auction Listing Service Agreement

This Service Agreement (the "Agreement") is entered into as of _____ by and between: Facilitator: Garage Technologies, Inc., a Delaware C Corporation, (hereinafter referred to as the "Facilitator")

Seller: _____, located at _____ (hereinafter referred to as the "Seller")

Recitals:

WHEREAS, the Facilitator is acting as an intermediary to introduce potential buyers (collectively, the "Buyers") to the Seller for the purpose of facilitating the sale (the "Transaction") of all current and future listings of snow equipment listed on the Facilitator's platform (the "Equipment");

WHEREAS, the Seller acknowledges the valuable services provided by the Facilitator and desires to ensure that the Facilitator is compensated for these services;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Non-Circumvention

The Seller hereby irrevocably agrees not to directly or indirectly contact, deal with, or otherwise become involved in any transaction with any Buyer introduced by the Facilitator, without the involvement of the Facilitator.

2. Confidentiality

The parties agree that all information shared between them during the course of the Transaction shall be kept confidential and shall not be disclosed to any third party without prior written consent from the other parties.

3. Compensation

Seller acknowledges and agrees that Garage shall charge the successful purchaser a buyer's premium equal to thirteen percent (13%) of the final winning bid amount.

Seller shall not be responsible for any commission, listing fee, success fee, marketing fee, or other compensation payable to Garage in connection with the sale of the Equipment.

If the Equipment does not receive a qualifying bid meeting or exceeding the reserve price, or if no sale is completed through the auction, Seller shall owe no fees, commissions, or other charges to Garage. In such event, Seller shall retain the unrestricted right to sell the Equipment to any party, through any method or marketplace, without obligation to Garage.

The buyer's premium shall be due and payable to Garage by the successful purchaser within thirty (30) days following the successful completion of the Transaction.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any disputes arising out of or in connection with this Agreement shall be resolved in the courts of _____ State.

5. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding such subject matter.

6. Amendments

This Agreement may not be amended or modified except in writing signed by both parties. IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the day and year first above written.

Facilitator: Garage Technologies, Inc.

Seller:

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date:

Date: