

EQUIPMENT DATA SHEET

No. **3253** Date **10/3/09**

Type of equipment **Fleco Brush Rake** Serial # **unkwn** Year **unkwn**

MFG **Fleco** Model # **??** Engine type _____ HP _____

Transmission type _____ Hours _____ Cab _____ ROPS _____ AC _____

Radio _____ Heater _____ 3 PT _____ 540 PTO _____ 1000 PTO _____ Pwr. steer _____

No. remotes _____ F tire size _____ Cond. % _____ R tire size _____ Cond. % _____

Duals type _____ Cond. % _____ Axle length _____ Rear wts. _____ Front wts. _____

Track width _____ No. of rollers _____ UC cond. % _____ Rock guards _____ Bellypan _____

Paint condition **Good** Sheet metal condition **Good**

Description & condition **Fits a D8 13A or 14A**

Price **\$1,000**

Comments _____

Loaders and Other Attachments

Type of equipment _____ Serial # _____ Year _____

Bucket size _____ Lift height _____ Reach _____ Capacity _____

Miscellaneous comments & descriptions _____

Asking price _____ Comm. % _____ Comm. amt. _____ Net to seller _____

Equipment location _____

Consigned date _____ Expiration date _____ email address _____

Customer name _____ Address _____

City, State & Zip _____ Phone number _____

Fax number _____ **Signature** _____

Our consignment rates are as follows: \$ 1.00 - \$1,000 = 20% \$ 1,001 - \$7,500 = 15% \$ 7,501 - \$10,000 = 12% \$10,000 - and up = 10%

TERMS

This agreement gives Omnitrac, LLC the sole right to sell the herein listed equipment. In the event the consignor locates a buyer as a result of his/her own efforts and the buyer has not contacted Omnitrac, LLC previously, Omnitrac, LLC will waive the specified commission on this item. It is the responsibility of the consignor to notify Omnitrac, LLC within 48 hours of the sale of the item. Omnitrac, LLC also has the right to obtain proof of the said purchaser.

Omnitrac, LLC retains the right to price a piece of equipment at whatever we feel is a fair price, as long as it provides the consignor with the amounts specified in "Net to seller" box.

GOVERNING LAW: The laws of the State of Oregon will govern this contract and all litigation related thereto shall be filed in the State of Oregon. Upon signature of this agreement, the Customer understands that all legal litigation shall be litigated in the State of Oregon under Oregon law and the rulings by the courts of the State of Oregon shall be the final decision in all legal matters overruling any other States' laws.

ATTORNEY FEES: If litigation should result from this agreement, the prevailing party is entitled to recover their reasonable attorney fees, reasonable expert witness fees, and costs at trial or any appeal therefrom irregardless of whether litigation is actually filed.

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