

Smart Bareter Member Exchange/Trade Agreement



Name of "Offeror"(Entity initiating barter offer): _____
Address: _____ City/State/Zip: _____
Contact Name: _____ Title: _____
Phone: _____ Fax: _____ E-Mail: _____

WHAT DO YOU ("OFFEROR") OFFER FOR BARTER?

Describe product(s) and/or service(s): _____

Condition - If applicable: () New () Used Price: \$ _____

If offering service(s), is this a flat rate or an hourly rate? _____

If hourly rate, how many hours are your offering? _____

Applicable State Tax (to be paid separately): _____

If offering products:

• Manufacturer: _____ Year: _____ Delivery Method (if applicable): _____

• Model #: _____ Who will pay for delivery? _____

• Serial #: _____

How much is the monetary value of your bid to "Offeree" for barter? _____

Does your bid exceed the price of your item and/or service? () YES () NO

If so, how will you pay the remainder? _____

WHAT DO YOU ("OFFEROR") REQUEST OF "OFFEREE" (ENTITY ACCEPTING BARTER OFFER)?

What product(s) and/or service(s) do you wish to obtain from your bartering partner? _____

Describe item(s) and/or service(s) in more detail to obtain a quote: _____

Delivery Method (if applicable): _____ Who will pay for delivery? _____

This agreement is between _____ and _____, who jointly agree to be bound by the following terms and conditions when bartering products and/or services as outlined above.

- 1. It is understood by both parties that completion and submission of this form by "Offeree" to "Offeror" represents the intent of "Offeree" to enter into a legally binding contract. Upon acceptance of the product(s) and/or service(s) within the bid amount of "Offeror", "Offeree" agrees to submit payment for product(s) and/or services via barter and other means (check, money order or credit card), as arranged. Each party agrees to inform the other of all anticipated fees before commencement of any exchange of product(s) and/or services.**
- 2. Both parties attest that they are freely/legally entering into this agreement and will abide by its directives and requirements.**
- 3. Both parties will adhere to the price set by each as final. Both parties attest that the pricing for product(s) and/or service(s) represents fair market value, to the best of their knowledge, within that industry.**
- 4. Both parties represent and warrant that the product(s) and/or service(s) offered for barter can legally be sold by them and their assigned agents or dealers and have full power to make this agreement. They also represent and warrant that the product(s) and/or service(s) do not infringe upon any statutory copyright or upon any common law rights, proprietary rights or any other rights whatsoever.**
- 5. Each party shall indemnify, defend and hold harmless the other, its officers, trustees, agents assigns, and employees, from and against any and all claims, demands, suits, losses, liabilities and costs, including attorneys' fees, arising out of any alleged breach of the foregoing warranties or any alleged violation of copyright or other property rights.**
- 6. Both parties agree to adhere to the delivery schedule as set by the parties. They further agree to deliver product(s) and/or service(s) in good condition.**
- 7. Both parties attest that all information included on this contract is true, to the best of their knowledge.**
- 8. If a party opts to terminate the barter arrangement, that party agrees to compensate the other party fairly for any product(s) and/or service(s) provided to date of termination notice.**

"OFFEROR" • CONTACT NAME SIGNATURE DATE

"OFFEREE" • CONTACT NAME SIGNATURE DATE

---- WITNESSES AND/OR NOTARIZATION MAY BE REQUIRED ----