

Kelmar Aircraft Sale LLC exclusive listing agreement and policies.

Kelmar Aircraft Sales, agrees to market the following aircraft for sale on behalf of the Owner(s) of said aircraft. THIS BROKERAGE AGREEMENT, is entered into on this date: _____ by and Between the Owner(s) or authorized Seller(s): _____ herein after described as Client(s), and Kelmar Aircraft Sale LLC, herein after described as "Broker". The Client(s) give Broker exclusive authorization to find a Buyer for the following aircraft, herein after described as "aircraft".

Aircraft Make, Model, & Year: 1980 Cessna 172RG
N# 5268U **Serial#:** 172RG0314

Upon request by Client(s), Broker will provide an estimate of the Broker's opinion of the current market value for this aircraft. This is an estimate of the Aircraft value based upon the valuation service the Broker uses and a Comparative Market Analysis at the time of listing. If an exact value is required, please use the services of a certified aircraft appraiser. Aircraft values can be very fluid and fluctuate up or down rapidly depending on the economy, availability of a particular aircraft, and many other factors.

Broker handles all marketing efforts, communication with Buyers, purchase agreements, addendums, and coordinates the transfer of closing documents to the Title/Escrow provider. Upon request from the Buyer we help facilitate financing, insurance, CFI's, Ferry Pilots, pre purchase inspections, etc.

Broker does not guaranty a sale or other results desired by Client(S). Should the Aircraft fail to sell by the end of the 180 day brokerage period, the Client(S) have no obligation to Broker for any marketing costs.

It is the Client(s) responsibility to approve the listing and sale price for this aircraft. By signing this agreement, you authorize the Broker to market the Aircraft at the listing price written below.

The listing price shall be - \$29,500.00 **Dollars.**

Client(s) agrees that he/she holds title to this Aircraft or is legally authorized to represent the owner of the aircraft in the sale of the aircraft. Client(s) agrees to share with Broker all information known to Client(s) regarding the aircraft. Furthermore, Client(S) agrees to keep Broker informed in writing of any changes to the status of the aircraft.

Client(S) agrees to maintain general liability, property damage, and hull insurance on the aircraft during the entire term of this agreement. Broker does not have coverage on your aircraft and does not in any way insure your aircraft. Client agrees to maintain full insurance coverage required to insure Aircraft while parked, taxied, and during flight.

Client(S) shall refer any potential Buyer to Broker. Upon completion of the brokerage period, this agreement shall remain in effect unless Client(S) notifies Broker they desire to cancel this agreement at the end of the brokerage period. For a six-month period following the date of termination of this agreement, Broker shall be paid a commission if the aircraft is sold, leased, or traded to any buyer that had contact with Client(S) or Broker during the brokerage period. Broker reserves the right to terminate this listing agreement on or before the completion of the term.

Aircraft Relocation: Client(s) are encouraged to relocate their Aircraft to KGEU, Glendale Airport, Az., our preferred operations airport. Hangars, covered tiedowns, open parking, wash rack, maintenance bay, mechanics, a major FBO, and CFI's make this an ideal airport to sell your plane from. Broker will show Client(s) aircraft to potential buyers at KGEU, making the sales process much simpler for the Client(s).

Sky Harbor International is conveniently located near KGEU making it easy for potential buyers to fly in and see your airplane. Ferry pilots are available for hire to help with relocation. Call us for contact information to rent a hangar or tie down at KGEU.

Client(s) initials: _____

Page 2 of 2

Our Client(s) aircraft are marketed Nationally and Internationally. Broker reserves the right to market Client(s) aircraft in the venue(s) determined to be appropriate for the Client(s) type of aircraft.

Aircraft must be flight worthy and have a current annual inspection or have an annual inspection scheduled to be completed. This will be marketed as a "project", the previous sentence is NA.

Client(S) agrees to provide Broker with access to the aircraft and logbooks.

Should Client(s) choose not to relocate their aircraft to KGEU, Client(s) agree to show the aircraft to potential buyers. Client(s) agrees to assist Broker with relocation or in-flight sales demonstration as may occasionally be required.

All pilots used to relocate the aircraft as part of Brokers effort to sell or transfer the aircraft, or as part of the buyer's inspection must be authorized by Client(s) and meet Client(s) pilot insurance requirements.

INDEMNITY: Client(S) shall indemnify, defend and hold harmless Broker and Broker's managers, members, officers, directors, employees, agents, representatives and contractors from any cost, claim, damage, or injury arising from (a) any incorrect information related to the aircraft supplied to the Broker by Client(S) or on behalf of Client(S) (b) Client'(s) breach of this agreement, and (C) the condition, use, movement, or performance of the aircraft at any time.

Commission Structure: The commission shall be paid immediately upon closing. Amount of commission to be paid upon closing: **8% for aircraft that are not parked at Glendale Airport/GEU. \$4,900.00 minimum commission. 6% for aircraft parked at GEU. \$3,900.00 Commission. 5% commission on aircraft above \$300,000.00 in value.**

Escrow fees are split between the Buyer and Seller. Unless otherwise instructed by the Buyer or Client(s), Insured Aircraft Title will be used for escrow/closing. Contact info: **21 E Main Street, Suite 100, Oklahoma City, OK 73104**
405-681-6663 (U.S.) 1-800-654-4882 (Toll Free)

Does seller give permission to Broker to start the plane for demonstration purposes; (No flight): _____

It is acknowledged that it is illegal for either Broker or Client to refuse to sell, transfer, lease or trade to or with any person because of race, color, religion, national origin, sex, marital status, physical disability or other protected classifications. Notwithstanding the foregoing, the parties recognize that there are some federal restrictions on the transfer of aircraft with military applications to certain parties.

If any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions shall remain enforceable to the maximum extent allowed by law. This agreement shall not be amended without the written consent of both parties.

By signing below, I accept the terms of this agreement;

Client(s) Name(s): _____ PRINTED

Client(s) Signature(s): _____

If corporation owned, please state your title: _____

Phone#: _____ Email _____ City _____

State: _____ Zip Code: _____

Kelmar Aircraft Sale LLC. FAA Dealer #: D005938 Arizona Aircraft Dealer #: 2019-27