

BARTER / EXCHANGE AGREEMENT

This agreement is made

between _____ (the "Offeror")

and _____ (the "Offeree")

who both agree to be bound by the following terms and conditions when bartering products and/or services as outlined in the attached schedule

1. It is understood by both parties that completion and submission of this form by the Offeree to the Offeror represents the intent of the Offeree to enter into a legally binding contract. Upon acceptance of the product(s) and/or service(s) within the bid amount of the Offeror, the party required to make payment agrees to submit payment for the product(s) and/or services via Barter and other means (cheque, money order, bank transfer 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 terms and conditions.

3. Both parties will adhere to the price set by each as final and binding. 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 that they 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.

9. This agreement shall be subject to and construed in accordance with New Zealand law.

SIGNED by the Offeror: Date:.....

Witness:- signature:
occupation:
address:

SIGNED by the Offeree: Date:

Witness:- signature:
Occupation
Address:

THE SCHEDULE

Name of the Offeror (Entity initiating barter "offer")

Address: _____

City/State/Zip: _____

Contact Name: _____

Title: _____

Phone: _____ Fax: _____ E-Mail: _____

WHAT DO YOU, the 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: _____

• Model #: _____ • Serial #: _____

• Delivery Method (if applicable): _____

• Who will pay for delivery? _____

• How much is the monetary value of your bid to the 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, the OFFEROR, REQUEST OF the 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? _____