Buyer Equipment Brokerage Agreement

California Template - Commercial Trucks, Trailers, Reefers, and Fleet Equipment

Effective Date: ______________________	Agreement No.: ____________________
Broker: CPX Wholesale Dealer Address: _________________________ Email: info@cp-xchange.com Phone: 938-300-2955	Buyer: _____________________________ Address: _________________________ Contact: _________________________

1. Appointment

Buyer appoints Broker to source and arrange the purchase of commercial equipment meeting the requirements in Exhibit A. This appointment is: [ ] Exclusive [ ] Non-exclusive. Unless otherwise stated in writing, the term begins on the Effective Date and ends 90 days later.

2. Brokerage Services

Broker may identify available equipment and prospective sellers, coordinate inspections, assist with purchase negotiations and documentation, and coordinate closing. Broker does not guarantee availability, purchase price, financing, equipment condition, inspection results, title transfer timing, or seller performance.

3. Budget and Buyer Approval

Buyer's approved equipment purchase budget is $_______________________. Broker may negotiate within Buyer's written instructions. No binding purchase, deposit, price increase, repair authorization, or other material term may be accepted without Buyer's written approval. Brokerage fees and approved expenses are additional unless expressly included in the written budget.

4. Brokerage Fee

Buyer will pay Broker a success-based brokerage fee of _______% of the gross equipment purchase price, subject to a minimum fee of $_______________. CPX's standard brokerage fees generally range from 1% to 10%, depending on equipment value, package size, marketability, and scope of services. The actual rate must be agreed in writing. The fee is earned when Buyer completes a purchase of equipment sourced or introduced by Broker and the purchase funds are received and cleared. Buyer must pay the earned fee within two business days after closing unless otherwise agreed in writing. Any compensation from another transaction party must be disclosed and agreed in writing before closing.

5. Expenses

Buyer is responsible for pre-approved third-party costs, including inspections, transportation, title processing, and other agreed transaction expenses. Broker must obtain Buyer's written approval before incurring a non-routine expense over $_______________.

6. Buyer Representations

Buyer represents that it has authority to enter into this Agreement and purchase the equipment; its contact, business, budget, financing, and purchase information is accurate; and it will provide the funds and documents required to complete an approved lawful purchase. Buyer is responsible for approving equipment specifications, condition, inspection results, and purchase terms before committing.

7. Seller Introductions and Non-Circumvention

During the term and for 180 days after it ends, Buyer will not directly or indirectly complete a purchase of equipment sourced or introduced by Broker during the term without paying the agreed brokerage fee. This applies whether the purchase is completed by Buyer, an affiliate, or another intermediary.

8. Compliance and Dealer-of-Record Role

Each party will comply with applicable dealer, title, tax, export, anti-money-laundering, and recordkeeping requirements. When CPX is designated dealer of record or otherwise participates in closing, the parties will follow CPX's written transaction and payment instructions. Buyer remains responsible for accurate purchase information and its required documents. Services are limited to transactions permitted by applicable licensing requirements.

9. Confidentiality

The parties will keep nonpublic pricing, buyer identities, seller identities, transaction documents, and business terms confidential, except as needed to market the Equipment, complete the transaction, comply with law, or enforce this Agreement.

10. Termination

Either party may terminate this Agreement by written notice. Termination does not eliminate Buyer's obligation to pay the agreed fee for a protected purchase under Section 7 or to pay approved expenses already incurred.

11. California Law; Venue

This Agreement is governed by California law. Any action arising from this Agreement must be brought in the California county where Broker's principal office is located, unless the parties agree otherwise in writing.

12. Entire Agreement

This Agreement and Exhibit A are the entire agreement concerning the Equipment. Any change must be in writing and signed by both parties. Electronic signatures and counterparts are valid.

Buyer and Broker acknowledge that they have read and agree to this Agreement. Parties should obtain independent legal and tax advice before signing.

BUYER

Signature: ________________________

Name: ________________________

Title: ________________________

Date: ________________________

CPX WHOLESALE DEALER

Signature: ________________________

Name: ________________________

Title: ________________________

Date: ________________________

Exhibit A - Equipment Requirements

Attach additional pages if needed. This exhibit forms part of the Buyer Equipment Brokerage Agreement.

Type / Qty	Year / Make / Model	Required Specs	Market / Location	Budget

Financing, inspection, delivery, or other requirements:

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Buyer Signature: ______________________________ Date: ________________