



MEDIA & VIDEO PRESENTATION AGREEMENT

(Trade Fair / Exhibition – Full Version)

This Media & Video Presentation Agreement (“Agreement”) is entered into between:

Car Promotion – Maikel Lemke
Osnabrück, Germany
(hereinafter referred to as the “**Producer**”)

and

[**Full name and address of Vehicle Owner / Seller**]
(hereinafter referred to as the “**Owner**”)

Together referred to as the “**Parties.**”

§1 Purpose of the Agreement

The Producer creates **independent video and media presentations of vehicles** at trade fairs, exhibitions, and comparable events and publishes such content on **YouTube, the Producer’s website, and other media platforms.**

The Owner agrees to the recording and publication of video and photographic material of the vehicle described below (the “**Vehicle**”) under the terms of this Agreement.

§2 Nature of Service – No Brokerage

This Agreement constitutes a **media and content service only.**

The Producer:

- does **not** act as a dealer, broker, or sales agent,
- does **not** negotiate or conclude sales contracts,
- does **not** guarantee a sale, a sale price, or market success.

Any sale of the Vehicle remains the sole responsibility of the Owner.

§3 Recording & Rights of Use

The Owner grants the Producer the right to:

- record video and audio material of the Vehicle,
- take photographs of the Vehicle,
- edit, publish, and distribute such material.

The rights granted are:

- **non-exclusive**,
- **worldwide**,
- **unlimited in time**,
- valid for **all current and future media platforms**.

All copyrights and intellectual property rights remain with the Producer.

§4 Media Fee (Production & Presentation)

For the production and publication of the video presentation, the Owner shall pay a **fixed media fee**, depending on the selected scope of presentation.

Media Fee options (all amounts excl. VAT):

- € **500** – Short Presentation / Walkaround
- € **750** – Standard Expert Presentation
- € **1.000** – Interview / Business Exposure

The media fee:

- compensates the Producer's time, expertise, production, and reach,
- is **independent of any later sale**,
- becomes due upon publication of the video, unless otherwise agreed.

§5 Editorial Independence & Objectivity

The Owner acknowledges that the video presentation reflects an **independent and objective expert assessment** at the time of recording.

The Producer is under **no obligation**:

- to present the Vehicle positively,
- to omit critical observations,
- to promote a sale or sales narrative.

§6 Success-Based Commission

If the Vehicle is sold:

- within **six (6) months** from the first publication of the video,
- to any buyer,

the Owner shall pay the Producer a **success-based commission** calculated on the **actual transaction price**.

Commission rates (all amounts excl. VAT):

- **Private seller: 5 %**
- **Dealer / commercial seller: 3 %**

§7 Buyer Origin & No Circumvention

The commission shall be due **irrespective of**:

- whether the buyer was previously known to the Owner,
- whether the buyer claims not to have seen the video,
- whether negotiations were conducted directly between Owner and buyer.

The Parties acknowledge that media exposure may contribute to a sale in an **indirect and non-traceable manner**.

§8 Notification Obligation

If the Vehicle is sold within the commission period defined in §6, the Owner shall **inform the Producer without undue delay** and provide the transaction details required to calculate the commission.

Failure to notify does not affect the commission entitlement.

§9 No Obligation to Sell

The Owner is under **no obligation** to sell the Vehicle.

The absence of a sale does not affect:

- the validity of this Agreement,
- the media fee owed under §4.

§10 Liability

The Producer assumes no liability for:

- condition, originality, or authenticity of the Vehicle,
- market value or future value development,
- the outcome of a potential sale.

Buyers and Owners remain responsible for their own due diligence.

§11 Confidentiality

All non-public information exchanged in connection with this Agreement, including pricing and identities of interested parties, shall be treated as confidential.

§12 Governing Law & Jurisdiction

This Agreement shall be governed by the laws of **Germany**.
Place of jurisdiction is **Osnabrück, Germany**.

§13 Final Provisions

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain unaffected.

This Agreement constitutes the **entire agreement** between the Parties regarding its subject matter.

Place, Date

Owner: _____

Car Promotion – Maikel Lemke: _____