

PURCHASE AGREEMENT

This agreement is entered into this _____ day of _____ 20__ by and between _____, hereinafter known as Buyer, and Tim McAmis Race Cars, Inc., hereinafter known as Seller. Seller has agreed to sell the following item(s) under the terms and conditions of this agreement:

Buyer acknowledges and agrees that the design of said item(s) is a unique and valuable asset of Seller and that Seller has propriety interest in preventing the unauthorized reproduction of said item(s). Therefore, Buyer hereby covenants and agrees not to disclose any confidential information relating to said item(s) to anyone for any reason or to use such confidential information for Buyer’s personal advantage or that of any third party. Further, Buyer hereby covenants and agrees not to reproduce or allow anyone to reproduce or copy said item(s) or any part of said item(s) without the express written permission of Seller. Buyer shall not reproduce or copy said item(s), with or without alterations, in any manner.

Buyer hereby covenants and agrees to the following: 1) said item(s) are being purchased for the sole use by Buyer; and 2) said item(s) are not being purchased at the request of, on behalf of, or for the benefit of any third party not disclosed to Seller.

Because Buyer’s breach of this agreement will cause serious and substantial damages to the Seller, and it will be difficult, if not impossible to ascertain and prove the amount of such damages, Buyer agrees to pay Seller One Hundred Thousand Dollars and 00/100 for breach of this agreement. This sum is agreed upon as liquidated damages and not as a penalty. The parties hereto have computed, estimated and agreed upon the sum as an attempt to make a reasonable forecast of the probable actual loss because of the difficulty of estimating with exactness the damages which will result. In no way shall this clause be construed to determine Seller’s remedies in the event of non-payment by Buyer.

The parties hereto agree to the jurisdiction and venue of the Circuit Court of Lincoln County, Missouri, and hereby waive the right to a jury trial. Buyer hereby agrees to pay all costs, including attorney’s fees, incurred by Seller in enforcing this agreement.

The undersigned hereby covenants that he is authorized to sign this agreement on behalf of the entity named. If Buyer is a Corporation or LLC, an officer or member of said entity must sign this agreement.

Buyer’s Signature:

Company:

Signature

Print Name

Date: _____

Title: _____