



BROKERAGE AGREEMENT

Seller gives SHIPYARD MARINE, (“Broker”) the exclusive right to sell the boat described below on the terms set forth in this listing.

Boat Description:

Boat: _____ **Hull #:** _____

Terms of Listing:

Original Listing Price: \$ _____

Net proceeds to Seller(s) from sale not be less than \$ _____

Commissions to Shipyard Marine will be 10% of sale price or any excess earnings above the Net proceeds amount agreed to by the seller (s) for any unit sold.

Listing Fees:

The Seller agrees to pay a listing fee of \$275.00 prior to Shipyard Marine listing the boat to cover website and incidental fees associated with the initial listing of the boat

Insurance:

Seller(s) agree to purchase and retain fire, theft, and casualty insurance on the Boat in an amount at least equal to the net amount of the listed purchase price to be returned to Seller(s). Such insurance shall remain in full force and effect until the Boat is sold or this contract is terminated, whichever occurs first.

Shipyard Marine assumes no responsibility for damage or loss to boats or other personal property on our premise whether caused by fire, lightning, water, cyclone, tornado, windstorm, hail, explosion, theft, malicious mischief, collapse of building, or other hazards or casualties and whether or not caused by our negligence or acts of failure to act.

***** Please acknowledge insurance information by initialing _____**

Condition of Title & Outstanding Liens:

Seller(s) hereby guarantee that they have good and clear title and license to said Boat and have the authority to sell same, and that there are no liens or encumbrances against the Boat except as follows: _____

In the event of a lien on the vessel, the Broker may elect to deduct any outstanding liens and encumbrances from the net proceeds, after Broker commissions have been paid. The Broker may elect to pay any liens directly to the lien holder from the proceeds. If lien payoff is greater than net proceeds due, the owner shall furnish a certified check, payable to the broker, or cash delivered to the broker prior to closing. Failure to remit the lien payoff amount required in full prior to closing from the owners shall be construed to be a breach of this brokerage agreement by the owner and shall require the owner to pay the broker the commission set forth in this agreement. The amount due to the seller shall be paid to the seller via check from the Broker within two weeks of transaction closing of buyer's check clearing the bank.

****Seller must furnish copies of boat and trailer (if applicable) title prior to Shipyard Marine listing boat.**

Marketing:

In consideration for Seller's agreements herein Broker agrees to use reasonable efforts to procure a purchaser for the Property, including the following: Preparation of a description of the Property posted at Shipyard location(s), placing an ad on various websites and showing said Property of prospective purchasers.

Commission:

Broker's commission is due and payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing.

This agreement is exclusive to Shipyard Marine. Any sale of the boat and/or trailer during the agreement period by the broker or seller shall result in the seller paying the brokers fee of 10% of the sales price. In addition, for a period of (1) year after the expiration or cancellation of this agreement any sale by Seller to a perspective buyer or lead entered in Shipyard Marine's lead management system during the agreement period shall result in the Seller paying the brokers commission of 10% ("Lead" shall be defined as a person or persons in contact with Shipyard Marine by e mail, phone or in person that has shown an interest in the boat and Shipyard Marine has at a minimum entered the leads name, phone number and/or e mail address in the lead management system)

Maintenance:

Seller is responsible for the mechanical, structural, and cleanliness of the brokered boat during the listing period. Seller is responsible for recommissioning costs prior to any sea trials or closings if applicable

Storage Fee:

Storage fee on non-trailerable boats kept on our premises will be \$100 per month from April 15th until October 15th. Storage fee for winter storage will be at the published rate. A Shipyard Marine Storage Agreement must be completed.

***** Please acknowledge above information by initialing _____**

Term of the Contract:

The Broker is hereby authorized to show, board, operate, advertise, and sell the described vessel for a minimum period of one hundred eighty (180) days, and thereafter this agreement may be canceled by either party by a written notice sent certified mail to the other party effective thirty (30) days after receipt of notice.

The owner agrees not to sell or enter into any other agreements during the agreed listing period.

Shipyard Marine reserves the right to cancel this agreement at any time during the agreement period.

Additional Provisions:

Dated this _____ day of _____, 20____

Andrew Howitt

Broker, Shipyard Marine, Inc.

_____ Seller

Brokerage Equipment List

Listing Salesperson _____ Date _____

Customer Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

E Mail Address: _____

Cell Phone: _____ **2nd Phone:** _____

Year: _____ **Make:** _____

Model: _____

Hull ID: _____ **Single:** _____ **Twin:** _____

Engine Make: _____ **Model:** _____

Engine Serial Numbers (1): _____ **(2):** _____

Horsepower: _____ **Hours:** _____

Trailer Make: _____

VIN #: _____

OPTIONS

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NADA VALUES

Low: _____

Avg: _____

High: _____

ABOS VALUES

Low: _____

Avg: _____

High: _____

INTERNET

Low: _____

Avg: _____

High: _____

Notes: _____
