

Consignment, Brokerage, And Listing Agreement

Date _____ Year _____ Manufacturer _____ Pg1
Model _____ Length _____ Vessel Name _____
Trailer _____ V.I.N. Number _____

IT IS AGREED between Owner and Service 1 Marine regarding the above vessel which is placed for sale by consignment as follows:

PLACEMENT FOR SALE:

1. Owner agrees to place for sale by consignment above vessel. Service 1 Marine agrees to use its best efforts to obtain a purchaser for said vessel which may include advertising at sellers expense, displaying and showing the vessel, running the vessel, and test driving the vessel for prospective customers.

EXCLUSIVE LISTING:

2. Service 1 Marine shall be the exclusive marketing broker and agent for sale of the above vessel. This agreement shall continue until boat is sold. Either party may terminate this agreement upon 90 days written notice. It is agreed and understood that Service 1 Marine is entitled to its full commission should any party produce a purchaser, ready, willing, and able to consummate sale. Service 1 Marine is still entitled to full commission if sale is consummated after this contract is terminated but with a prospective purchaser produced by any party while the contract was in effect.

COMMISSION:

3. The Commission due to Service 1 Marine shall be as follows: (Check One)
 1. 10 % of the sales price, plus all expenses incurred on behalf of owner including, but not limited to, advertising costs or other fees, costs or charges incurred by Service 1 Marine on behalf of the seller.
 2. Any excess sales proceeds over \$ _____ shall be retained by Service 1 Marine as commission or 10 % of sales price which ever is greater.

OWNER:

4. Owner warrants that he or she has the authority to enter into this agreement, that current title, registration, or other documentation is or will be immediately available to consummate sale, and that the above vessel is free and clear of all liens or encumbrances except as follows: Lien holder: _____ Amount of lien: \$ _____

It is agreed and understood that the owner will receive sale proceeds when all title documentation necessary to transfer title has been delivered to Service 1 Marine.

5. Owner warrants that the vessel is in good working order with no latent defects. Ordinary wear and tear is expected. Owner also agrees to sell all personal property upon the vessel as delivered to Service 1 Marine including, but not limited to:

6. It is agreed and understood that Service 1 Marine shall use its best efforts to safeguard the vessel and its contents. Owner agrees to assume all responsibility for insurance and that Service 1 Marine is not responsible for losses suffered by theft, fire, accident, damage, or destruction.

NO WARRANTY:

7. Owner agrees that Service 1 Marine cannot make any warranties, either expressed or implied, regarding said vessel. Owner agrees to hold Service 1 Marine harmless for any litigation, including attorney fees, or due to the condition of said vessel sold.

MARKETING:

8. Marketing broker has devised a marketing plan which agrees to actively advertise, promote, and market the vessel for sale until it is sold. Up front marketing fee: \$ _____, cash or check. Service 1 Marine and Owner will split advertising fees 50/50, and owner will be reimbursed for their investment in this program upon completion of sale.

ADDITIONAL BILLS AND CHARGES:

9. Owner agrees to pay in addition to broker any and all yard bills, parts and labor charges, if any and that said sum will be deducted from the net amount due to seller. Boat storage is storage only, not any services performed on vessel. If Boat was listed with free storage promos, a free storage addendum must be included with this contract. Free storage promos is null and void if seller takes boat off market, or boat leaves storage facility before boat is sold, In that event storage would be due. When vessel is sold thru Service1Marine, boat storage is 100 % free. Mote! Boat storage is only free the first year!

(Please Print)

NAME: _____ ADDRESS: _____

CITY, STATE, ZIP: _____

HOME PHONE: () _____ WORK PHONE () _____

CELL PHONE _____ FAX _____ Date _____

Owners signature _____ Agreed pg 1&2 Service1Marine _____

MAKE / MODEL

YEAR

SIZE

CRUISING SPEED

ENGINES

HOURS

SLEEPS

LOCATION/SLIP

ELECTRONICS

- _____ Gps
- _____ VHF Two Way
- _____ Depth Sounder
- _____ Speed Indicator
- _____ Auto Pilot
- _____ Radar
- _____ Engine Synch.
- _____ Plotter
- _____ Rudder Indicator
- _____ Fuel flow Indict
- _____ Compass
- _____ Stereo
- _____ VCR
- _____ Television
- _____ Hailer
- _____ Searchlight
- _____ Trim Tab Indicator
- _____ TV/Telephone

GALLEY

- Refrigerator Freezer
- _____ Icemaker
- _____ Water Heater
- _____ Fresh wtr Sys
- _____ Stove/Burner
- _____ Microwave
- _____ Sinks
- _____ Dockside wtr sys

ELECTRICAL SYSTEM

- _____ 30 Amp
- _____ 50 Amp
- _____ 12 Volt
- _____ 24 Volt
- _____ Generator
- _____ Battery Charger
- _____ Power Cords
- _____ _____

DECK AND HULL

- _____ Anchor
- _____ Windless
- _____ Bow Pulpit
- _____ Swim Platform
- _____ Swim Latter
- _____ Tender
- _____ Outboard
- _____ Outboard/Moto

MECHANICAL EQUIPMENT

- _____ Upper Station
- _____ Lower Station
- _____ Hydraulic Steering
- _____ Trim Tabs

ENGINE DETAILS

- _____ Closed cooling
- _____ Inboard
- _____ Outboard
- _____ Gas
- _____ Diesel
- _____ Spare Props

CANVAS

- _____ Bimini Top
- _____ Winter cover
- _____ Mooring cover
- _____ Ison Glass

COMFORTS

- _____ Electric head
- _____ Vac U Flush Head
- _____ Manuel Head
- _____ Wet Bar
- _____ Air
- _____ Heat
- _____ Shower
- _____ _____
- _____ _____
- _____ _____

SAFETY EQUIPMENT

- _____ Co2 Sys
- _____ Halon System
- _____ Fire Equipment
- _____ Life Ring
- _____ Life Jackets
- _____ Flair Gun

MISCELLANEOUS

- _____ Cradle
- _____ Jack stands
- _____ Trailer
- _____ Down Riggers
- _____ Mooring Lines
- _____ Fenders