



## BROKERAGE AGREEMENT

Seller gives MARINE 365, ("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 MARINE 365 will be 12% of the sale price or any excess earnings above the Net proceeds amount agreed to by the seller(s) for any unit sold, with a \$2,500.00 minimum commission.

### **Marketing Fees:**

The Seller agrees to pay a marketing fee of \$295.00 prior to listing the boat. The fee is used to help cover extra time and costs associated with making sure the boat is presented in the best possible way using our multiple marketing platforms, online service fees, featured Ad's and photo and video editing.

### **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.

MARINE 365 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 caused beyond MARINE 365's control while the boat is under their care and custody.

### **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 MARINE 365 location(s), placing an ad on various websites and showing said Property of prospective purchasers.

### **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 \$200 per month from April 15th until October 15th. Storage fee for winter storage will be at the published rate. A MARINE 365 Storage Agreement must be completed.

**\*\*\* Please acknowledge insurance information by initialing \_\_\_\_\_**

**Condition of Title and 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:

\_\_\_\_\_.

**Is there a lien on the boat? \_\_\_\_\_ YES \_\_\_\_\_ NO INITIALS: \_\_\_\_\_**  
**If YES, Approximate Payoff Amount: \_\_\_\_\_**

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 MARINE 365 listing boat.**

**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 MARINE 365. 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 12% 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 MARINE 365's lead management system during the agreement period shall result in the Seller paying the brokers commission of 12% ("Lead" shall be defined as a person or persons in contact with MARINE 365 by e mail, phone or in person that has shown an interest in the boat and MARINE 365 has at a minimum entered the leads name, phone number and/or e mail address in the lead management system)

**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 will remain in effect unless canceled by either party by phone, email or in person.

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

MARINE 365 reserves the right to cancel this agreement at any time during the agreement period.

Additional Provisions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Broker, MARINE 365

\_\_\_\_\_  
Seller,

# Brokerage Equipment List

Listing Salesperson \_\_\_\_\_ Date \_\_\_\_\_

**Customer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**E Mail Address:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_ **2<sup>nd</sup> 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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Vessel Info Sheet

**OVERALL CONDITION** (Please refer to chart below and circle appropriate description)

	Excellent	Very Good	Good / Average	Fair	Rough
<u>Canvas condition:</u>	Excellent	Very Good	Good / Average	Fair	Rough
<u>Upholstery condition:</u>	Excellent	Very Good	Good / Average	Fair	Rough
<u>Paint/Gelcoat condition:</u>	Excellent	Very Good	Good / Average	Fair	Rough

To the best of your knowledge are all systems on your Boat operational and in good working order?  
 \_\_\_YES \_\_\_NO If no please explain : \_\_\_\_\_

To the best of your knowledge has the Boat ever been operated in salt water?  
 \_\_\_YES \_\_\_NO If yes please explain : \_\_\_\_\_

Does the Boat have bottom paint on it?  
 \_\_\_YES \_\_\_NO

To the best of your knowledge are all systems on your Trailer operational and in good working order?  
 \_\_\_YES \_\_\_NO If no please explain : \_\_\_\_\_

Do you currently have possession of BOTH boat and trailer titles if applicable (Please send copies)  
 YES NO If no please explain: \_\_\_\_\_

What is the reason for selling? \_\_\_\_\_

How many owners? \_\_\_\_\_

Condition	Description
Excellent	Like new condition - loaded with options. No evidence of wear.
Very Good	Well above average - low hours. Clean, properly maintained. No mechanical or cosmetic repairs needed. Maintenance schedules strictly adhered to.
Good / Average	Clean, saleable conditions, attractive inside and out. Mechanically sound, No repairs necessary.
Fair	Areas worn and faded even after cleanup. Some scratches and chips in gelcoat or paint evident. Mechanically sound but may have a few small repairs
Rough	Boat needs significant amount of repair, both cosmetic and mechanical. Corrosion, cracks, dents and tears evident. Cost of repairs may place boat below market value.

**BOAT / TRAILER OPTIONS** Please list any significant options that should be considered in evaluation

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**KNOWN HISTORY/ISSUES** Please list any significant options that should be considered in evaluation

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Trade In Only**

I understand that the condition of the boat I am trading is what determines a portion of its value. If the stated condition is not the same when the inspection is performed an adjustment to the trade value will be made. Customer agrees to pay at closing the estimated costs of these repairs or if possible can elect to include into boat financing, or agrees to provide the boat with its deficiencies corrected prior to closing.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_