



**618.786.BOAT (2628)**

215 West Water Street Grafton IL 62037

VESSEL BROKERAGE LISTING AGREEMENT

OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

CELL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF VESSEL: \_\_\_\_\_ REGISTRATION/DOC#: \_\_\_\_\_

MAKE/MODEL/TYPE: \_\_\_\_\_

LENGTH: \_\_\_\_\_ YEAR: \_\_\_\_\_ LOCATION: \_\_\_\_\_

INSURED BY: \_\_\_\_\_ POLICY EXPIRES: \_\_\_\_\_ COPY ON FILE? \_\_\_\_\_

ASKING PRICE: \$ \_\_\_\_\_

CURRENT MARINE SURVEY AVAILABLE? \_\_\_\_\_

UPON SALE CLOSURE, ARE THERE ANY LIENS THAT MUST BE SATISFIED? \_\_\_\_\_

In consideration of the mutual covenants and agreement herein contained, the above-named Owner hereby appoints First Mate Boat Sales, LLC ("Broker"), as the Owner's exclusive agent for the sale of the vessel described above.

PLACEMENT FOR SALE: Owner agrees to place for sale the above named Vessel:  
Owner hereby authorizes and empowers Broker, during the term of this agreement: to list and advertise the Vessel for sale and to board, display, show and Demo the Vessel for prospective purchasers.

EXCLUSIVE LISTING: First Mate Boat Sales 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 30 days written notice. It is agreed and understood that Broker is entitled to its full commission should any party produce a purchaser, ready, willing, and able to consummate sale.

COMMISSION: The Commission due to First Mate Boat Sales shall be as follows. 10% of the sales price, or \$2500.00 which ever is greater not limited to costs or charges incurred by Broker on behalf of the seller.

Owner acknowledges each buyer/seller agreement is brokered separately and subject to the full commission amount.

OWNER: Owner represents and warrants to the Broker that:

Owner has the right, power and authority to sell good and marketable title to the Vessel and will discharge all liens and encumbrances affecting the Vessel prior to the sale thereof, unless otherwise agreed by buyer;

Owner will make Vessel available for inspection and demonstration for prospective buyers;

The Vessel and all its equipment and accessories are in good, operable condition and meet all the legal requirements, except as follows: \_\_\_\_\_

Owner has not failed to disclose any material fact to Broker and all information provided by Owner to Broker, whether provided herein or otherwise, regarding the Vessel, is and will be accurate and correct.

In the event the Vessel and its equipment and accessories do not meet all legal requirements, Owner agrees to correct any such discrepancies except as noted above.

Owner agrees to identify, defend and hold harmless Broker against and from all claims, actions, suits, liabilities, costs and expenses arising from a breach of this agreement (including, without limitation, the representations and warranties of Owner set forth herein).

**DEPOSIT:** In the event deposits or other monies in respect of the sale of the Vessel are paid to Broker, Broker shall hold the same in escrow. In such capacity, the duties and responsibilities of Broker shall be entirely administrative and not discretionary. In the event settlement of the sale of the Vessel does not take place, Broker shall be obligated to act only in accordance with joint written instructions received by it from Owner and buyer and is authorized hereby to comply with any orders or judgments of any court and shall not be liable as a result of its compliance with the same. In case a deposit is forfeited, one half of same shall go to Broker and one half to the Owner, provided the Broker's share does not exceed the above names commission.

**NO WARRANTY:** Owner assumes sole risk of, and shall keep Vessel insured against, all loss, damage or destruction of the Vessel, or any part thereof, from any whatsoever:

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

Owner agrees that Broker cannot make any warranties, either expressed or implied, regarding said vessel. Owner agrees to hold Broker harmless for any litigation, including attorney fees, due to the condition of said vessel sold. Should Broker become involved in any proceedings to determine, interpret, or enforce the terms or conditions of this Agreement or regarding the sale of the Vessel, then Broker shall be entitled to reimbursement of reasonable attorneys' fees and costs from Owner and/or the parties to be at fault or requiring or instituting such proceeding.

**MARKETING:** Broker has devised a marketing plan which agrees to actively advertise, promote, and market the vessel for sale until it is sold.

**ADDITIONAL BILLS AND CHARGES:** It is understood that the Owner will continue to be responsible for any agreed boat storage and/or slip rental during the terms of this agreement. Additionally, Owner understands and agrees to be responsible for the cost of any and all repairs, maintenance and/or cleaning of the Vessel and associated items during the term of this agreement and that said sum will be due on a monthly basis. Boat storage and/or slip rental is storage only, not any services performed on vessel.

This agreement sets forth the entire agreement of the parties and supersedes all other understandings, representations or warranties, whether oral or in writing.

The Owner named above hereby enters into this Vessel Brokerage Listing Agreement and agrees to be bound by all the terms and conditions stated herein. IN WITNESS WHEREOF, Owner and Broker have executed this Agreement as of the date written below:

Owner:

Broker:

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Vessel Specifications for Listing:

MAKE / MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

SIZE \_\_\_\_\_

ENGINES \_\_\_\_\_

HOURS \_\_\_\_\_

SLEEPS \_\_\_\_\_

LOCATION/SLIP \_\_\_\_\_

**ELECTRONICS**

GPS VHF Two-way radio \_\_\_\_\_

Depth Finder \_\_\_\_\_

Speed Indicator \_\_\_\_\_

Auto Pilot \_\_\_\_\_

Radar \_\_\_\_\_

EngineSync \_\_\_\_\_

Plotter \_\_\_\_\_

Rudder Indicator \_\_\_\_\_

Fuel Flow Indicator \_\_\_\_\_

Trim Tab Indicator \_\_\_\_\_

Hailer \_\_\_\_\_

Stereo \_\_\_\_\_

Television VCR/DVD \_\_\_\_\_

Searchlight \_\_\_\_\_

Telephone \_\_\_\_\_

**GALLEY**

Refrigerator/Freezer \_\_\_\_\_

Icemaker \_\_\_\_\_

Stove/Burner \_\_\_\_\_

Microwave \_\_\_\_\_

Dockside Water \_\_\_\_\_

**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 Ladder \_\_\_\_\_

**CANVAS**

Bimini Top \_\_\_\_\_

Full Cover \_\_\_\_\_

Mooring Cover \_\_\_\_\_

**Mechanical**

Trim Tabs \_\_\_\_\_

Closed Cooling \_\_\_\_\_

Inboard \_\_\_\_\_

Outboard \_\_\_\_\_

Diesel \_\_\_\_\_

Heat/AC \_\_\_\_\_

Head Type \_\_\_\_\_

**Safety Equipment**

CO2 Detector \_\_\_\_\_

Halon \_\_\_\_\_

Life Rings \_\_\_\_\_

Life Jackets \_\_\_\_\_

Fire Extinguisher \_\_\_\_\_

**MISCELLANEOUS**

Mooring Lines \_\_\_\_\_

Fenders \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_