

EXCLUSIVE MARINE LISTING CONTRACT

TO: _____

(In this contract the words I, me and my refer to the Owner(s) signing this contract. The words you and your refer to the Retailer or Agent.)

In consideration of your agreement to list and to use your best efforts to find a purchaser for the property described herein, I (We) the undersigned owner(s) give you the sole and exclusive right to sell said property for a period from _____ to 12:00 Midnight on _____

- You are authorized to negotiate for the sale of, and to sell the property listed below for the ASKING PRICE OF \$ _____ **BUT NOT LESS THAN \$** _____ (minimum acceptable offer), f.o.b. present location. While every effort shall be made to obtain the full asking price, agent shall be authorized to accept any amount between the minimum acceptable offer as set forth above and the full asking price. Earnest money paid by the buyer shall be held by agent until consummation. In the event a sale is closed for an amount greater than the asking price listed above, owner agrees to pay selling agent the commission (as set forth in paragraph 2) on the asking price, and to divide equally between owner and agent the excess over and above asking price.
- If a sale is made or a buyer procured at the price or upon the terms specified herein, or at any other terms and price accepted by owner(s) during the life of this contract (or within _____ after the termination of this contract, to anyone with whom the agent has negotiated or discussed the sale during the life of the contract and whose name agent has filed with the owner(s) in writing prior to the termination of this Contract) the undersigned owner(s) agrees to pay agent a commission of _____ Should cancellation of the sale occur due to owners failure to deliver the property to buyer or should owner(s) fail 10 properly transfer ownership to buyer, the commission due agent on the final and agreed selling price shall be due and payable to agent.
- Owner(s) agrees to deliver said property to purchaser free and clear of all liens including taxes, assessments, license fees, etc. paid to the date of delivery, and that said property is free and clear of all personal property judgments or encumbrance, other than as indicated below.
- Owner(s) agree to transfer ownership of said property to buyer within _____ days from the date of completion of the sale. In the event it is not transferred to buyer, an amount of \$ _____ per _____ shall be paid by owner(s) to buyer as liquidated damage.

Should any term or condition of this Agreement be held void or unenforceable, then that term shall be severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

WE, THE UNDERSIGNED OWNER(S) DO HEREBY LIST WITH YOU THE FOLLOWING! DESCRIBED PROPERTY;

BOAT DESCRIPTION: BOAT NAME _____ MODEL YEAR _____ MF&YEAR _____			ENGINE(S) DESCRIPTION: <input type="checkbox"/> IB <input type="checkbox"/> IO <input type="checkbox"/> OB <input type="checkbox"/> JET <input type="checkbox"/> OTHER _____		
COLOR _____ Boat Is: <input type="checkbox"/> NEW <input type="checkbox"/> USED			NUMBER OF ENGINES _____ HORSEPOWER EACH _____		
BOAT TYPE: <input type="checkbox"/> POWER <input type="checkbox"/> HOUSE <input type="checkbox"/> CUTBOARD <input type="checkbox"/> SAIL <input type="checkbox"/> TRAWLER <input type="checkbox"/> OTHER			FUEL TYPE <input type="checkbox"/> GAS <input type="checkbox"/> DIESEL MANUFACTURER: _____ MODEL: _____ YEAR: _____		
LENGTH - OVERALL FT. IN.		LENGTH - WATERLINE FT. IN.		BEAM FT. IN.	
DRAFT OVERALL _____ FT. _____ IN.			DRAFT (MIN.) _____ FT. _____ IN.		
TRAILER MAKE _____ MODEL: _____			PORT ENGINE: SERIAL # _____ STARBOARD ENGINE SERIAL # _____		
			HOURS SINCE NEW: _____ HOURS SINCE MAJOR OVERHAUL: _____ OVERHAUL DATE: _____		
LIENS OR ENCUMBRANCES In favor of _____ (If no liens type in NONE) Amount Due \$ _____ Address: _____ City: _____ State: _____ Zip: _____			TRAILER SERIAL #: _____ YEAR: _____ AXLE(S) <input type="checkbox"/> SINGLE <input type="checkbox"/> DUAL		

- Owner(s) agrees, unless otherwise specifically denied herein, that said property is now, or will be prepared by time of sale, to be safely moved from present site to destination.
- Owner(s) agrees to furnish certificate of title or registry or award of number showing name of the sole owner(s), together with proper bill of sale or other Instrument of transfer sufficient to transfer title to purchaser.
- Agent is authorized on behalf of owner(s), to accept the offer of purchaser which shall be in accordance with said terms, and to execute a contract of sale.
- Agent is further authorized to negotiate for the sale of, and to sell said property for such lesser sum or upon such different terms (including the acceptance of property in trade), if the owner(s) shall set forth such changes in writing.
- The exclusive right to advertise said property is granted to agent which advertisement may be done by insertion of ads in newspapers, the broadcasting of same on radio, the placing of a "for sale" sign on the premises or by such other means of advertising as are commonly used together with the right to exhibit said property at reasonable hours to prospective purchasers, if, by mutual consent, the property described herein be withdrawn from sale before the expiration of this listing contract, owner(s) agrees to pay agent a commission as set forth in paragraph 2 on the last quoted sale price on said property as liquidated damages to reimburse the agent for advertising, sales costs and losses incurred as the result of owners failure to adhere to the full term or period of this agreement.
- For the payment of said commissions, which shall be due and payable upon consummation of any contract to sell, or sale made, the agent shall have an equitable lien upon said property therefore, and upon the proceeds in whole or in part of said sale.
- During the life of this contract, owner(s) agrees not to lease, rent, sell or negotiate for the sale of said property, except through agent, nor give any other broker, firm or person authority to sell, or negotiate for the sale of said property. Owner(s) agrees to refer to agent all inquiries received concerning the sale of said property.
- No deductions shall be made in the amount of commission due and to be paid agent in the event sell accepts as part consideration, other property of any kind in trade.
- I (We) agree to carry my (our) own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage, hail and vandalism, and to release you from any and all liability during the term of this contract.
- IT IS AGREED THAT THIS CONTRACT IS PERFORMABLE AND VENUE SHALL BE IN THE COUNTY OF DEALER OR AGENT.**

THIS LISTING ALSO INCLUDES THE FOLLOWING EQUIPMENT, ACCESSORIES AND ITEMS.

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN US AND NO OTHER REPRESENTATION OR DUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT SET FORTH HEREIN.

Date at: _____ this _____ day of _____ 20____

Accepted

Agent: _____

By: _____

Executed at: _____ County,

State of _____

Date: _____

I (WE) HAVE READ AND UNDERSTAND AND AGREE TO ACCEPT THE TERMS AND CONDITIONS AS SET FORTH ON BOTH THE FRONT AND BACK OF THIS LISTING AGREEMENT.

Owner: _____

Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Home #: _____

Work #: _____

Cell #: _____

Attach Photos: