



# Net Brokerage Agreement



Blue Water Boat Centers Inc. DBA: Blue Water Boat Brokers.

[Sales@BlueWaterBoatBrokers.com](mailto:Sales@BlueWaterBoatBrokers.com)

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This Agreement made on Date: \_\_\_\_\_ Between Owner/Seller(s) \_\_\_\_\_  
and Broker: Blue Water Boat Centers Inc. DBA Blue Water Boat Brokers

1. Owner/Seller hereby appoints Broker, during the term of this Agreement, as the exclusive Broker and sales agent to sell the following vessel:

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Vessel Name: \_\_\_\_\_

Size: \_\_\_\_\_ Year: \_\_\_\_\_ Location: \_\_\_\_\_

USCG # \_\_\_\_\_ State Regis. No. \_\_\_\_\_ Copies of transferrable documents must accompany this agreement.

**Broker agrees to advertise, promote and show the Vessel for sale. All inquiries received by the Owner regarding the sale or purchase of the Vessel shall be directed to the attention of the Broker's central office.**

2. The term of this Agreement shall commence on the date of this Agreement and shall continue until either party shall give notice of termination at least ten (10) days prior to the effective date of termination, except that in no case shall the Owner terminate this Agreement during the first ninety (90) days of this Agreement.

3. Broker shall not sell the Vessel for less than \$ \_\_\_\_\_ (Net Price to Owner) without the Owner's consent. Upon the sale of the Vessel during the term by the Broker, Owner, or any third party, the purchase price shall be paid to the Broker who shall pay to the Owner the net price, less any sums applied toward liens or encumbrances against the Vessel (the "Net Payment"). Any sums received by the Broker in excess of the Net Payment shall be retained by the Broker and shall be the property of the Broker. If the Vessel is sold after the Term to a party with whom the Broker negotiated or to whom the Broker showed or described or discussed the Vessel during the Term, the Owner shall pay to the Broker ten percent (10%) of the purchase price of the Vessel.

4. Broker may display a sign on the Vessel using the Broker's name and contact information.

5. Upon execution of the Agreement, Owner shall deliver to Broker a certificate of Insurance for Hull and Protection and Indemnity insurance and Owner agrees to keep such insurance in effect during the term.

6. Owner agrees to indemnify and hold harmless the Broker and its officers, directors and employees from all damages, costs and expenses suffered or paid, including, but not limited to, attorney's fees, as a result of any and all judgments and liabilities arising out of (a) any breach by Owner of any provision of this Agreement or (b) any act or omission by the Broker, including sale or negotiation for sale of the Vessel.

7. Broker is authorized, at its option, to apply the Net Price towards the payment of any liens or encumbrances against the Vessel. If the amount of the Net Price which is applied toward liens or encumbrances, either by the Broker or the third party purchaser is insufficient to satisfy the liens or encumbrances against the Vessel, the Owner shall deliver, at the closing, cash or certified funds equal to the difference between the Net Price and the total of all liens and encumbrances against the Vessel. Owner represents and warrants that the following constitutes all liens and encumbrances against the Vessel:

**Leinholders;** \_\_\_\_\_ **Amount Due:** \$ \_\_\_\_\_

**Account Information:** \_\_\_\_\_ **Include Copy of Coupon:**

8. Prior to the closing for the sale of the Vessel, Owner shall deliver to the Broker title to the Vessel and any and all other documentation necessary to transfer title to the Vessel. If the Owner fails to comply with any of its obligations under this section "8" of this Agreement, Owner shall pay to the Broker ten percent (10%) of the Net Price.

9. Broker shall have the right to sell the Vessel on a co-brokerage basis with other brokers.

10. If the Owner sells transfers or assigns the Vessel by gift or donation or for nominal or no consideration, Owner shall pay to the Broker ten percent (10%) of the Net Price. A \$2,000.00 minimum commission will be due on lesser transactions.

11. (a) This Agreement shall be construed and enforced according to the laws of the State of New York, without giving effect to the principals of conflicts of law. (b) This Agreement shall insure to the benefit of and shall be binding upon the parties hereto and their permitted heirs, survivors, assigns and personal representatives. (c) This Agreement contains the entire agreement and represents all prior agreements and understanding, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may be modified or canceled, and any of its terms may be waived, only by written instrument executed by all the parties hereto or, in the case of a waiver, by the party waiving compliance. (d) The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same or any other provision. (e) This Agreement may be executed in two or more counterparts, each of which shall be deemed and original, but all of which shall constitute one and the same Agreement.

In Witness whereof, the parties have duly executed this agreement as of the date first above written,

**Owner/Seller (s) Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_