

Blue Water Boat Centers Inc. DBA Blue Water Boat Brokers



Open Listing Agreement



I herewith list my boat, the _____ Doc. # _____ Regis. # _____

Boat Location: _____

for sale with Blue Water Boat Centers, Inc. d/b/a Blue Water Boat Brokers as my agent. You are hereby authorized to show, board, demonstrate, advertise, and sell the above named vessel for a minimum period of 90 days, after which this agreement may be canceled by either party by written notice to be effective ten days after receipt.

Option 1) [] I agree to pay a commission of 10% of the gross sale price. Minimum Commission is \$2,000.00 on lesser transactions. Vessel to be listed at a gross sale price of: \$ _____. All liens or encumbrances will be satisfied prior to or at the sale closing.

Option 2) [] I will allow the broker to sell the boat on a "net price to owner" basis. The "net price to owner" shall not be less than: \$ _____. less any liens or 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: _____

► In the event of non-payment by the Seller of any commission due by this agreement, the Seller shall be liable to Blue Water Boat Centers, Inc. d/b/a Blue Water Boat Brokers for any attorney's fees or collection costs associated with collecting said commission.

► It is understood and agreed that Blue Water Boat Centers, Inc. d/b/a Blue Water Boat Brokers has non-exclusive sales rights for the above named vessel. I herewith agree to Blue Water Boat Centers, Inc. d/b/a Blue Water Boat Brokers immediately upon acceptance of any offer through another individual or brokerage firm.

► In the case of a sale or exchange made within one hundred-twenty (120) days after the termination of this listing agreement to parties with whom Blue Water Boat Centers, Inc. d/b/a Blue Water Boat Brokers negotiated, or showed the above name vessel to, during the life of the agreement, I agree to pay Blue Water Boat Centers, Inc. d/b/a Blue Water Boat Brokers a full commission of ten percent (10%) of the gross sale price. In case a deposit is forfeited, one half shall be deemed payable to Blue Water Boat Centers, Inc. d/b/a Blue Water Boat Brokers and one half shall be payable to the Seller.

► It is understood and agreed that Blue Water Boat Centers, Inc. d/b/a Blue Water Boat Brokers will exert its best effort in the promotion of the sale of the subject vessel. Seller agrees that the statements and representations contained herein are a part of this listing agreement.

► It is understood and agreed that the Seller will be responsible for maintaining hull and liability insurance coverage on the vessel during the term of this agreement.

► It is also understood that all details submitted on the separate listing information sheet are true. Any discrepancies that may affect a completed sale will make the Seller responsible to the Broker any commissions that may be due.

► This Agreement contains the entire agreement and represents all prior agreements and understanding, oral or written, between the parties.

[x] Important: Copy of Transferable documents (USCG Document or Transferrable Title) must accompany this agreement.

Owner Name(s): _____ E-Mail Address _____

Home Tel. _____ . Work Tel. _____ . Cell. Tel. _____

Seller's signature (s) X _____ X _____

Blue Water Boat Brokers Rep. X _____ Date _____

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

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