



Blue Water Boat Centers Inc. DBA Blue Water Boat Brokers

Central Listing Agreement

In consideration of the covenants hereinafter contained, the Owner appoints Blue Water Boat Brokers as Central Agent for the sale of the vessel: _____ Doc. # _____ Regis. # _____

► Blue Water Boat Brokers is 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. 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 vessel 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:

Net-due: _____ Lien-holder: _____ Account Info. _____

- It is understood and agreed that Blue Water Boat Brokers will make a diligent effort in the promotion of the sale of this vessel.
- Information concerning the subject vessel will be distributed and will be made available to outside brokerage firms, at the discretion of Blue Water Boat Brokers, on a co-brokerage basis.
- It is understood that Blue Water Boat Brokers has exclusive sale rights for the above named vessel, In the event that the vessel is sold or otherwise disposed of by donation, trade, etc., during the term of the agreement, the Owner agrees to pay Blue Water Boat Brokers a commission of ten percent (10%) of the gross sale price of the vessel. In the case of a sale or an exchange made within one year after the termination of this agreement to a buyer that the Broker had previously contacted, negotiated, or showed the above name vessel to, during the life of the agreement,, the aforesaid commission shall be due and payable to Blue Water Boat Brokers upon completion of such transaction.
- In the event of non-payment by the Seller of the commission due hereunder, Seller shall be liable to Blue Water Boat Brokers for reasonable attorney's fees and collection costs associated with the collection of said commission. In the event that the Seller enters into a contract to sell the vessel and, pursuant to that contract, a buyer's deposit is forfeited as liquidated damages, said deposit shall first be applied toward payment of all expenses incurred against the vessel, including, but not limited to, surveys and hauls. The remainder of the forfeited deposit shall be divided equally between the Seller and Blue Water Boat Brokers.
- It is understood and agreed that the Seller shall keep in full force and effect policies of hull and liability insurance for the above described 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.

Boat Location _____ Contact _____ Phone _____

Seller (s) _____ E-Mail _____

Address _____

Home Tel _____ Work Tel _____ Cell. Tel _____

Seller's signature(s) X _____, X _____

Blue Water Boat Brokers. Rep. X _____ Date _____

