

WWW BOAT SERVICES, INC.

1703 Fifth Street • Sandusky • OH 44870

EXCLUSIVE BROKERAGE AGREEMENT

LISTING DATE: _____

DESCRIPTION OF VESSEL/PROPERTY TO SELL ("PROPERTY")

Year	_____	●	Engine Year	_____
Make	_____	●	Engine Make	_____
Model	_____	●	Horsepower	_____
Length	_____	●	Engine Number	_____
Serial Number (HIN)	_____	●	Engine Number	_____
State Registration #	_____	●	Trailer Manufacturer	_____
Documentation #	_____	●	Trailer Number	_____
Vessel Name	_____	●	Additional Items	_____

LISTED PRICE: The agreed listing price shall be \$_____. Adjustments to this price can be made as agreed between Owner and Broker.

OWNER'S MINIMUM NET ACCEPTABLE AMOUNT AFTER BROKER'S COMMISSION (Optional) \$_____

EXCLUSIVE AGREEMENT: in consideration for the services to be performed by WWW Boat Services, Inc. ("Broker"), the Owner hereby appoints and grants to WWW Boat Services, Inc. the Exclusive Right to see the property described above. The seller agrees that the property will not be listed with any other Broker and that the property will not be advertised in any way by the seller (this includes print and Internet ads, For Sale signs, etc.). The Broker is a cooperating Co-Broker and may work with another broker in a split-commission agreement. In such agreements, the commission rate is the same industry standard rate of 10% with a minimum commission of \$1000 as set forth below in the "Compensation/Commission" section.

TERM: There is no expiration date on this agreement. This agreement will remain in effect until the Property is sold, or until the agreement is cancelled by either party. In the event the Owner desires to cancel the agreement prior to the sale of the Property, a 30-day written notice from the Owner must be delivered to WWW Boat Services, Inc. The agreement would then expire 30 days after the Broker's receipt of such written notice. If the Property is not sold within 12 months of the above Listed Date, the Broker reserves the right to cancel this listing agreement. Such cancellation must be in writing.

COMPENSATION/COMMISSION: The owner agrees to compensate WWW Boat Services, Inc. in one of the following ways:

1. *When the Property sells, the Owner agrees to pay WWW Boat Services, Inc. a Commission of 10% of the final selling price. The minimum commission on any boat is \$1000. This amount will be deducted from the seller's proceeds at the closing of the sale.*
2. *In the event the Owner chooses to either accept an offer to sell the Property to an independent buyer (assuming the was buyer was not previously represented by Broker or any other Broker), the Owner agrees to promptly pay WWW Boat Services, Inc. 3% of the above "Listed Price", or the sum of \$500 (whichever is greater).*
3. *In the event the Property is traded to another Marine Dealer, or in the event that the Owner or Broker choose to cancel this Brokerage Agreement – (under the terms listed above), the Owner agrees to promptly pay WWW Boat Services, Inc. a marketing/administration fee of \$500*

OWNER'S INITIALS _____

SURVEY (Optional): knowing that a Marine Survey is a typical buyer's contingency, WWW Boat Services, Inc. often recommends that the Owner have the boat surveyed to take a proactive position to identify any concerns or deficiencies in advance. If the Owner pays for a Licensed Marine Surveyor to inspect the boat upon listing, and then the Broker sells the boat and earns the commission listed above, the Owner's survey expense would be deducted from the Broker's commission.

OWNERSHIP DOCUMENTS AND CONSUMMATION OF SALE: with this agreement, the Owner will furnish Broker copies of all documents pertaining to the Property.

_____ State Title(s) or USCG documentation for all watercraft over 13'

_____ State Title for all outboard motors over 10hp

_____ State Registration if not documented

_____ Statement of origin for trailer, or untitled boat or outboard motor

The Owner agrees to sell the Property at the above "Listed Price" or at a negotiated price – if and when the Broker procures a written offer to purchase from a buyer who is ready, willing and able to purchase the Property. Owner agrees at the time of closing of the sale to deliver a duly assigned certificate of title and/or other such documents to the Property. Any unpaid Sales Tax due on Property that requires a State Title is the Owner's obligation.

LIEN: If there is a lien on the Property during the term of the agreement, the Owner agrees to advise Broker of the lending institution, the approximate amount due, the account number, etc. and understands that the amount of indebtedness will be deducted from the net proceeds of the sale. In the event that the indebtedness exceeds the net proceeds of the sale (negative equity), the owner will provide Broker with necessary funds before the closing of the sale.

LIEN HOLDER _____ ACCOUNT NUMBER _____ APPROX. BALANCE \$ _____

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PROTECTION PERIOD: The Owner's obligation to pay Broker the commission listed above shall continue for a period of one year after the cancellation of this Brokerage Agreement if the Owner accepts an offer to sell the Property or if the Property is exchanged by Owner to anyone to whom the Broker or any Co-Broker has shown the Property.

EARNEST MONEY DEPOSIT: WWW boat Services, Inc. is authorized to act as a trust agent to accept and hold earnest money deposits from prospective purchasers making written offers on the Property. Deposit funds will apply to the purchase at closing. If the earnest money deposit is forfeited by the purchaser's default, the deposit shall first be applied toward all expenses incurred against the Property (including, but not limited to, haul-outs, handling, surveys, etc.). The remainder shall be divided equally between Broker and Owner.

OWNER'S AFFIRMATIONS AND CERTIFICATIONS: The Owner agrees to provide a complete inventory of the equipment included with the Property. The Owner shall also explain the Property's history to the Broker and shall disclose any known repairs, pending maintenance requirements or deficiencies.

USCG SAFETY EQUIPMENT: Along with the Property, the Owner will include approved and current safety equipment as required by the U.S. Coast Guard. Any USCG deficiencies at inspection or closing will be replaced by Broker at the Owner's expense. This includes anchor, anchor line, 4-6 mooring lines, current flare kit, sound device, 4 life vests and required fire extinguishers.

INDEMNIT BY OWNER FOR MISREPRESENTATION: Owner recognizes that the Broker is relying on all good faith information provided herein or supplied by Owner in connection with the Property. Owner agrees to indemnify and hold WWW Boat Services, Inc. free from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable Attorney fees) arising out of any misrepresentation, non-representation or concealment by Owner.

DUTY OF CARE AND INSURANCE: Owner understands Broker is not an insurer of the Property under any circumstances, even if the Property is stored at our facility. WWW Boat Services, Inc. shall be liable only for its own negligence or that of its employees. Owner shall be responsible for providing good and reasonable care, as well as full insurance coverage on the Property until final closing. The Owner authorizes WWW Boat Services, Inc. to handle, transport and operate the Property in the course of Brokerage activity. The Owner agrees to hold Broker harmless and free of any loss, damage or liability that may arise during such activity.

LOCATION AND ACCESS TO PROPERTY: At reasonable hours when the Property is not in use, the owner will make it available for inspection by potential purchasers accompanied by a WWW Boat Services, Inc. representative. Owner will inform Broker of any change in location of the Property, its keys, etc. so that access is not hindered in any way.

At the Signing Date the Property is located at: _____

BROKER'S AFFIRMATIONS: WWW Boat Services, Inc. agrees to use its best efforts to sell the property and will diligently solicit a willing and able buyer. All inquiries will be promptly answered, and any reasonable offers will be communicated to the Owner. An offer to purchase is typically contingent upon a satisfactory mechanical inspection, survey and sea trial. WWW Boat Services, Inc. will promptly notify the Owner or any concerns, preparation or necessary repair costs.

OWNER'S ACKNOWLEDGMENT: The owner acknowledges that this Brokerage Agreement has been read and fully understood and that the information contained herein is true and accurate to the best of his/her knowledge.

WWW BOAT SERVICES INC.

1703 Fifth Street
Sandusky OH 44870
(419) 626-0883
(419) 621-9978 fax

www.boat-services-inc.com
Email: ryan@boat-services-inc.com

Print Broker's Name

Broker's Signature

_____	Print Owner's Name
_____	Owner's Signature
_____	Owner's Signature (2 nd if jointly owned)
_____	Address
_____	City/State/Zip
_____	Home Phone
_____	Office
_____	Fax
_____	Mobile
_____	E-Mail