



YACHT SALES

Owner's Name: _____ Bus. Phone: _____

Address: _____ Home Phone: _____

City, State, and Zip: _____ Key or Combo _____

Length: _____ Year: _____ Builder: _____ Model: _____

Hull Number: _____ Boat Name: _____

SELLER AGREES: In consideration of the following agreements and of your efforts to procure a purchaser for the above

Vessel, I (we) the undersigned hereinafter referred to as "seller" appoint Racine Riverside Marine, hereinafter referred to as "broker" as my (our) agent with the exclusive/open (cross out the one that des not apply) right to sell the described vessel for _____ or such lesser amount as seller may accept, and to pay a yacht brokerage commission of 10% of the selling price of the vessel or minimum of \$1,500.00. The commission is to be paid if contract to purchase the vessel is executed by seller and purchaser through the services and efforts of the broker, seller, or any other persons during the period of this agreement or within six months after termination of this agreement with a purchaser to whom it was offered during the period hereof. Commission shall be due and payable to broker at closing. Payments not received within 30 days of closing shall empower broker to pursue any and all collection efforts and seller shall be responsible for all costs, including reasonable attorneys' fee. Under exclusive contract, should the seller(s) decide to list the above vessel with other brokers, he/she/they must do so through the brokerage office at Racine Riverside Marine, Inc. If a sale is consummated as a result of a joint effort between Racine Riverside Marine, Inc. and another brokerage firm, the 10% commission will be split as agreed to by the two firms. Seller agree to have a condition report done on boat at the rate of \$125.00 plus tax prior to listing on our advertised websites. The condition report ensures the functionality of all systems necessary for the broker to sell the boat.

SELLER WARRANTS: His/her/their authority to execute this agreement and to deal with and on behalf of said vessel and agrees to deliver said vessel and its listed equipment to good operating condition.

BROKER AGREES: To have available all sales information, to assist in financing arrangements, to take prospective purchasers through the vessel at convenient times, to make a continued and earnest effort to sell the vessel and to advertise the vessel as he deems advisable in order to obtain prospective purchasers. Broker's sole duty is to effect the sale of the vessel and is not charged with the custody of the vessel, its management, maintenance, upkeep, repair or insurance thereof. However, nothing shall prohibit him from entering the vessel for the purpose of showing it to prospective buyers at reasonable hours.

PARTIES AGREE: The parties hereto agree that any change in the amount of commission or time of payment of said commission or other terms of this agreement shall not be binding on the parties hereto unless agreed to in writing and signed by both parties.

The above terms and conditions are hereby accepted by the undersigned and may be terminated by either party with written notice 30 days after letter of termination.

BROKER _____ **DATE:** _____

SELLER _____ **DATE:** _____

