

Brokerage Agreement

1. If the Broker introduces a prospective Buyer and a sale is completed to the Purchaser, I, the Owner, agree to pay commission on the final selling price at the rate of 10%.
2. I, the Owner shall indemnify the Broker in any respect of any claims regarding the sale of the vessel & associated items. I understand that the contract of sale is between the Owner and the Purchaser.
3. I agree that if I sell my vessel & associated items through any means other than the Broker, I will pay Seacoast Enterprises Associates, Inc. 1% of the gross sale price. If the Buyer has been in contact with Seacoast Enterprises Associates, Inc. regarding the vessel, a full commission as per item 1 will be due.
4. I understand that my vessel remains entirely at my own risk while berthed at a facility operated by Seacoast Enterprises Associates, Inc. and that any fees that remain due will be deducted from the proceeds of the sale.
5. No vessel will be accepted for brokerage that has liens or encumbrances of any kind.
6. All items associated with the sale of the vessel must be either on the vessel or stored at the same location as the vessel.
7. The current owner must produce a copy of the current transferable registration or title for the brokerage to be in effect.
8. In the event that a vessel is accepted for brokerage and it is stored elsewhere, then the terms of the agreement remain the same.
9. An Administration Fee of \$200.00 must be paid for upon signing this Brokerage Agreement. This is non-refundable. Payment of full commission is additional and agreed to, as stated in Clause 1.
10. The Owner will be charged storage for the period of time that the boat is in brokerage. A 'Storage Agreement Contract' will be issued from the date the vessel is placed in brokerage; the rate charged will be based on the normal seasonal storage rates. Seasonal storage is payable in advance.
11. All vessels placed in brokerage must be in a clean and tidy condition. Should the vessel be in a standard condition, by opinion of the Broker, and is unsuitable for placing in brokerage, then the Broker can arrange, on the instruction of the seller, to have the vessel cleaned at a rate determined by the Broker and Owner.
12. In order for the vessel to remain in a condition suitable for brokerage it will require regular attention. This should be carried out at regular intervals by the Owner e.g. monthly or upon instruction by the Owner. Cleaning can be arranged by the Broker, on a monthly basis, for a rate agreed upon by the Broker and the Owner.
13. If the Broker has, in good faith to the Seller, shown the vessel and received a reasonable offer on the vessel and the owner of the vessel negates the sale, the Owner of the vessel will pay the Broker for their hourly time to show the vessel.

Other Requirements / Notes:

Printed Owner Name

Telephone

Owner Signature

Date

Broker (S.E.A., Inc. Representative)

Date
