

BROKERAGE AGREEMENT

DATE _____

OWNER/
SELLER _____

HOME PH. _____ WORK PH _____ CELL PH _____

ADDRESS _____

CITY _____ STATE _____

ZIP _____

BOAT YEAR _____ MFG _____

LENGTH _____

REGISTRATION # _____

HULL # _____

MODEL _____

ENGINE MAKE _____ MODEL _____

HP _____

TRAILER MFG. _____ YEAR _____

VIN# _____

OPTIONS _____

Skaneateles Sailboat shop LLC the selling Agent and _____
The seller agree that The Skaneateles Sailboat shop LLC will act as Broker/Agent for the sale of the item(s) & options described above according to the following terms and conditions:

1. The agent is not liable for any loss, damage or theft or liability in any action involving the item(s) listed above, nor any items on/or attached to the items above that are not specified while same are within the geographical limits of the selling agents place of business. The seller provides any insurance coverage.
2. The seller agrees to disclose to the agent any physical conditions known to seller by the agent of the item(s) listed above that are not apparent to the eye that may affect representation of the item(s) to a prospective buyer. The seller also agrees to disclose to the agent any liens and or encumbrances that may affect the sale and or the timely transfer of the title (so and also agrees to remove any and all liens and encumbrances in such a manner that will not affect the sale.
3. The Seller will give to the Agent any and all title and registration documents at the time of the signing of this agreement or as otherwise agreed between the parties.
4. If any of the item(s) listed above require any service to allow water testing and or delivery to a buyer, the Agent will notify the Seller of the need for service and the seller will authorize same at the Agent's standard rates as are agreed upon by Seller and Agent in writing.
5. The Agent's commission shall be 10% of the selling price or a minimum of \$300.00 whichever is greater. If another party sells the item(s) while this agreement is in effect, the undersigned seller agrees to immediately pay the commission rate to the Agent, regardless of whatever party sold the item(s), including seller.
6. The seller agrees that the asking price(s) for the Item(s) specified above and subject to this agreement shall be \$ _____. The agent's commission and any other outstanding monies owed by the seller to the Agent shall be deducted from the sale price. The balance will be paid to the Seller promptly. The agent agrees to advise the seller of any offers below the stated asking price(s) that the Agent feels are reasonable.
7. This agreement may be terminated by either the Seller or the Agent in writing. A prior notification of such termination is not necessary. If the unit(s) are sold by the Seller and or another party within 30 calendar days after receipt of the written termination notice, the commission rate, above will be applied to the verified selling price and shall be immediately due and payable to the Agent.
8. This agreement shall be governed by the Laws of the State of New York without regard for conflicts of laws principles. Each party hereto expressly consents to the personal jurisdiction of the State courts located in Onondaga County, New York. If it shall become necessary for either party hereto to take legal action to enforce any terms or conditions of this agreement, the prevailing, or non-defaulting party shall be entitled to recover any and all reasonable attorney's fees and costs associated with said action.
9. If any of the item(s) listed above remain unsold and are on the Sailboat shops premises after October 1st. They will be subject to the agent's normal storage charges. The seller agrees that this is a separate transaction and will compensate the agent upon receipt of invoice from agent.

ANY ADDITIONAL TERMS AND CONDITIONS TO THIS AGREEMENT ARE AS FOLLOWS:

Both parties initial their approval of the additional terms and conditions.

SELLER _____ AGENT _____

AGREED TO ON THIS _____ DAY OF _____ IN THE YEAR _____

BY: _____

Legal signature of owner/seller

BY: _____

Legal Signature of Agent Representative