

# The Houseboat Store, Inc. Marine Brokerage Agreement



This agreement is made and binding as of (date) \_\_\_\_\_ between  
 The Houseboat Store Inc. and (Boat Owner) \_\_\_\_\_,  
 Owner of \_\_\_\_\_ located at \_\_\_\_\_.  
 Manufacturer \_\_\_\_\_ Make \_\_\_\_\_ Year \_\_\_\_\_  
 Boat Length \_\_\_\_\_ Boat Beam \_\_\_\_\_ Boat Draft \_\_\_\_\_  
 GA DNR# \_\_\_\_\_ US Coast Guard Vessel # \_\_\_\_\_  
 Boat Lender or Lien/Mortgage Holder(s) \_\_\_\_\_  
 Insurance Carrier \_\_\_\_\_ Phone \_\_\_\_\_ Policy # \_\_\_\_\_  
 HIN # \_\_\_\_\_ Motor Serial #(s) \_\_\_\_\_ Trailer Serial # \_\_\_\_\_

### Owner Information:

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Office \_\_\_\_\_ eMail \_\_\_\_\_  
 Address \_\_\_\_\_

Owner has the legal right to market the above Boat. Owner gives exclusive and sole right to market Boat and all accessories to be included for sale to The Houseboat Store. Owner authorizes Broker to provide service or repairs to the Boat in an amount not to exceed \$\_\_\_\_\_. Owner agrees to pay invoices when received. Owner agrees to pay a \_\_\_\_ % commission of the total selling price of the Boat, or a flat fee of \$ \_\_\_\_\_, to the The Houseboat Store. Proposed selling price of Boat \$ \_\_\_\_\_ or any lesser offer accepted by Owner. This agreement is binding for a period of not less than 90 days, and must be terminated in writing by the Owner not less than 30 days prior to expiration of contract.

### Obligations of the Owner

- Owner agrees that The Houseboat Store will act as sole agents in offering and selling the subject of this agreement at the price shown or otherwise agreed.
- Owner agrees that, should the Boat be withdrawn from sale and subsequently sold to a person or his agent who has seen the Boat offered for sale on The Houseboat Store's site, or has been introduced to the Boat by The Houseboat Store, the Owner shall still be liable for the full, agreed brokerage fee.
- Owner agrees that, should the Boat be sold privately, whilst subject to this agreement, the Owner shall be liable to pay \_\_\_\_\_ % of the asking price to cover expenses and advertising.
- Owner agrees to make the Boat available for The Houseboat Store to show prospective purchasers in an "as is" condition, subject only to the stipulations spelled out in this agreement.
- Owner agrees to keep the Boat in a clean and showable condition.
- Owner agrees to disclose all known problems to The Houseboat Store and its prospective customers.
- Owner agrees that prospective purchasers will be allowed a marine inspection performed prior to final sale. (Inspections will be at buyer's expense.)
- Owner agrees to maintain dockage and insurance on the Boat; and furthermore hold The Houseboat Store not responsible for ANY potential occurrences while the Boat is being marketed.
- Owner will deliver Boat at closing, free of any liens or encumbrances. (Neither The Houseboat Store nor the Owner will be obligated to pay for a title search for the benefit of the buyer.)
- Owner agrees that a representative of The Houseboat Store may operate said Boat for the purposes of trials and handover prior to acceptance.

### Obligations of The Houseboat Store

- The Houseboat Store will photograph the interior and exterior of the Boat for promotional media.
- The Houseboat Store agrees to show the Boat to any qualified purchaser that has an interest in the Boat.
- The Houseboat Store will give the Owners courtesy call at least 30 minutes prior to showing the Boat.
- The Houseboat Store will maintain a log of who has toured the Boat.
- The Houseboat Store will provide comments of prospective buyers by email each time the Boat is shown.
- The Houseboat Store will feature the Boat on www.thehouseboatstore.net and advertise on The Boat Trader Online.
- The Houseboat Store will prepare a customized flyer to promote Boat.
- The Houseboat Store will be available to discuss any methods or remedies necessary to sell the Boat.

Owner \_\_\_\_\_ Date \_\_\_\_\_

The Houseboat Store \_\_\_\_\_ Date \_\_\_\_\_