



*The Boat & Trailer Experts*

# Brokerage Agreement

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

### Phones

- Home \_\_\_\_\_ Work \_\_\_\_\_
- Cell \_\_\_\_\_ Summer \_\_\_\_\_
- Fax \_\_\_\_\_

Email address \_\_\_\_\_

Boat Information \_\_\_\_\_ Warranty Info \_\_\_\_\_

- Year \_\_\_\_\_ Size \_\_\_\_\_ Make \_\_\_\_\_
- Model \_\_\_\_\_ Reg# \_\_\_\_\_
- Hull # \_\_\_\_\_

Engine Information \_\_\_\_\_ Warranty Info \_\_\_\_\_

- Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_
- Hours \_\_\_\_\_ Serial# \_\_\_\_\_
- Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_
- Hours \_\_\_\_\_ Serial# \_\_\_\_\_

Trailer Information \_\_\_\_\_ Warranty Info \_\_\_\_\_

- Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_
- VIN# \_\_\_\_\_

### Ownership

- Lien? Y / N    Approximate Amount of Lien \_\_\_\_\_
- Lienholder \_\_\_\_\_

### Titles for Boat and Trailer

- Trailer title Y / N
- Boat Title Y / N

Initialed \_\_\_\_\_

Date \_\_\_\_\_



*The Boat & Trailer Experts*

# Brokerage Agreement

Terms & Conditions

Fees/Exclusivity

- Brokerage Fee is 10% of the Selling Price of said boat or \$500.00 which ever is the greater.
- Minimum brokerage fee is \$500.00.
- "Outer Banks Boat Harbor" "OBBH" is the exclusive broker for the Seller's boat as described above.
- It is agreed and understood that OBBH is entitled to its full commission should any party produce a purchaser, ready, willing, and able to consummate sale and Within Ninety (90) days after the termination of this agreement should Seller sell said Boat to a person with whom Broker has shown the Boat or otherwise dealt with during the term of this agreement, then Seller shall still pay to Broker the full commission.

Marketing

- OBBH will promote your boat on multiple website for maximum exposure, locally and internationally.
- OBBH will maintain a record of the current 50 Point Inspection for presentation to potential buyers.
- Trained sales professionals show and sell your boat.
- OBBH will help potential buyers obtain financing.

Boat Readiness

- All Brokerage boats must have a current 50 Point Inspection completed by OBBH and on file.
- All boats in Brokerage must be in ready to sell condition, cleaned, waxed and all personal gear removed.
- All work necessary to maintain "ready to sell" condition is the Seller's responsibility and can be done by the Seller or OBBH can complete this service for a fee.
- OBBH will maintain basic cleanliness of boat after the customer's initial cleaning/detailing.
- No services for fee will be undertaken by OBBH without prior approval by the Seller unless otherwise specified in this Agreement.

Initialed \_\_\_\_\_

Date \_\_\_\_\_



*The Boat & Trailer Experts*

# Brokerage Agreement

## Sea Trials

- Permission to conduct Sea Trials are an implicit part of this Agreement and do not need approval in advance.
- OBBH's personnel will conduct Sea Trials.
- No prospective buyers will be allowed on a Brokerage boat underway without a member of OBBH's staff present.
- There is no charge to you for launching and hauling your boat for a Sea Trial for a prospective buyer.

## Storage Off Site

- If a Brokerage boat owner wants to keep their boat off property costs for those services are the owner's responsibility. OBBH is to have full access to said boat at all times.

## Loss/Insurance/Liens/Titles

- The Seller must keep Insurance and up to date registration on the boat while covered under this Brokerage Agreement.
- While Boat is on OBBH's property Seller accepts full responsibility for loss or damage due to fire, theft, or act of God.
- Proceeds from sale must first pay off any liens on boat and balance will be issued to seller less any expenses, commissions, and fees.
- The boat and trailer will be free of all liens prior to transfer of title to the Buyer.
- All trailers MUST have a title. NC law requires all boat trailers to be titled. OBBH cannot sell a trailer without a title. It is against the law and we could lose our dealer license.
- Copies of the titles must be given to OBBH and kept on file until the original is needed for closing.

## Term/Boat Removal

- This Agreement expires 12 months from the date of signing or when the Seller removes the boat from OBBH's premises if such removal is agreed on by both parties in advance in writing.
- Any charges incurred by the Seller during the term of the Agreement must be paid in full before the boat is removed from OBBH's premises.

I, the undersigned, hereby appoint Outer Banks Boat Harbor as the exclusive broker for my boat as described herein. I have read and understand the Terms and Conditions of this Agreement. Further, I

Initialed \_\_\_\_\_

Date \_\_\_\_\_



# Brokerage Agreement

*The Boat & Trailer Experts*

understand and agree that fees incurred while my boat is in Brokerage under this Agreement will be kept current in accordance with Outer Banks Boat Harbor policies.

Seller's Signature \_\_\_\_\_

Seller's Name printed \_\_\_\_\_ Date \_\_\_\_\_

Broker's Signature \_\_\_\_\_

Broker's Name printed \_\_\_\_\_ Date \_\_\_\_\_

List of Items that come with the boat (List model of all electronics / please be as descriptive as possible in order to accurately market your boat)

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

Initialed \_\_\_\_\_

Date \_\_\_\_\_