

EXCLUSIVE BROKERAGE AGREEMENT
HURON LAGOONS MARINA, INC. - P.O. BOX 231 100 LAGUNA DR – HURON OHIO 44839
419-433-3200 FAX 419-433-7616
email sales@huronlagoons.com

In consideration of your agreement to list and to use your best efforts to find a purchaser for the property described herein, I (we) the undersigned seller (s) and or acting agent for seller, give you the sole and exclusive right to sell said property for a minimum period of 180 days, effective from the signing date of the contract, until said property is sold or seller or broker gives written notice to terminate contract.

You are hereby fully authorized to negotiate for the sale of, and to sell the property listed below for the

ASKING PRICE OF \$ _____ BUT NOT LESS THAN \$ _____ (minimum acceptable offer), f.o.b. present location. While every effort shall be made to obtain the full asking price, broker shall be authorized to accept any amount between the minimum acceptable offer as set forth above and the full asking price. Earnest money paid by the buyer shall be held by broker until consummation. Any offer less than minimum acceptable offer must be approved by seller.

If a sale is made or a buyer procured at the price or upon the terms specified herein, or at any other terms and price accepted by seller during the life of the this contract (**or within 90 days after the termination of this contract, to anyone with whom the agent has negotiated or discussed the sale during the life of this contract and whose name the broker has filed with the seller in writing prior to the termination of this contract**) the undersigned agrees to pay broker a commission of **10% (\$500.00 minimum)** or **5% (\$500.00 minimum)** if seller provides the buyer, except for the below listed name for whom the seller has already offered the sale of said vessel, before signing brokerage agreement.

(Name) _____

Commission fee includes but is not limited to promotion of property at boat shows and on the internet, physically showing and demonstrating the property to potential buyer and following up with all the necessary documents to close and finalize the sale.

Should cancellation of the sale occur due to seller's failure to deliver the property to buyer or should seller fail to properly transfer ownership to buyer, the commission due broker on the final and agreed selling price shall nevertheless be due and payable to broker.

The exclusive right to advertise said property is granted to broker which advertisement may be done by insertion of ads in newspapers, magazines, on the internet, the placing of a "For Sale" sign on the premises or by such other means of advertising as commonly used together with the right to exhibit said property at reasonable hours to prospective purchasers.

Seller agrees to pay a \$100.00 advertising set up fee which will be deducted from the commission at the time of sale. If by mutual consent the property described herein be withdrawn from sale there will not be a credit for the \$100.00 fee. Fee includes: Creation of specification sheet, listing on HLM website and I-Boats.com and entering information on any of the following websites that the seller agrees to pay the extra advertising costs if they so select.

\$199 for 12 weeks on BoatTrader.com Starting date _____ \$15 for 12 weeks on Craigslist.com (Sandusky area) Starting date _____

For the payment of said commission, which shall be due and payable upon consummation of any contract to sell, or sale made hereunder, broker shall have an equitable lien upon said property therefore, and upon the proceeds in whole or in part of said sale. Funds will be distributed to seller after deductions for property pay off, sales commissions, dockage, storage, repairs and other sums due to Huron Lagoons Marina, Inc. have been deducted.

The seller agrees to deliver boat to the broker at his own expense, the broker then agrees to keep seller's property for a normal seasonal dockage charge or a normal seasonal storage charge.

The property must be covered by insurance at the seller's expense to cover any loss or damage to the above property or other property which may occur while in broker's possession. Cleaning or any maintenance is the responsibility of the seller.

Seller agrees to furnish certificate of title or registry or award of number showing name of the sole seller's, together with proper bill of sale or other instrument of transfer sufficient to transfer title to purchaser. **Seller also agrees to furnish a copy of said document with brokerage contract.**

Broker is authorized on behalf of seller (s), to accept the offer of any purchaser which shall be in accordance with the said terms, and to execute a contract of sale therefore.

Broker is further authorized to negotiate for the sale of, and to sell said property for such lesser sum or upon such different terms (including the acceptance of other property in trade), if the seller shall set forth such changes in writing.

Seller agrees to deliver said property to purchaser free and clear of all liens including taxes, assessments, license fees, etc., paid to the date of delivery, and that said property is free and clear of all property judgments or encumbrance, other than indicated below.

Lien holder _____ **Approximate amount owed \$** _____

Loan account # _____

Other judgments or encumbrances _____

I, the undersigned seller and or acting agent for seller, do hereby list with you the following described property. The information should be taken from the title or manufactures certificate of origin, or Coast Guard Documentation and registration forms.
Combination lock # _____

Boat location _____ Dock # _____ Keys () in office or () in boat _____

Boat Make _____ Model _____

Year _____ Length _____ Beam _____ Hull Serial # _____

Boat Name _____ Registration # OH _____ Expiration Date _____

Engine Make _____ Model _____ H.P. _____

Year _____ Serial # _____ Engine Hours if known _____

Engine Make _____ Model _____ H.P. _____

Year _____ Serial # _____ Engine Hours if known _____

Trailer Make _____ Model _____

Year _____ Serial # _____

This listing also includes all equipment, accessories and items noted on the attached specification sheet. All items secured to boat are assumed to be included with sale EXCEPT PERSONAL BELONGINGS AND THESE LISTED ITEMS:

DISCLAIMER: Huron Lagoons Marina, Inc. is acting as a selling broker only. Boats, motors, and trailers are sold in an "AS IS" condition with no express or implied warranties. Neither Huron Lagoons Marina, Inc., nor seller shall be liable for special, incidental, or coincidental damages. No Employee of Huron Lagoons Marina, Inc. or their agent shall have the authority to create any warranty in this sales transaction. Furthermore, seller warrants that there is no claim or defense which the retail buyer under an agreement can assert against Huron Lagoons Marina, Inc., with respect to the agreement or the underlying transaction.

In the event that the buyer shall assert against Huron Lagoons Marina, Inc., any such claim or defense which could have been asserted against seller, whether meritorious or not, seller will upon Huron Lagoons Marina, Inc., claim on defense against the seller, repurchase the boat from buyer for the full amount awarded.

Seller agrees to list all known history of any major mechanical or structural repairs and or known structural damage to above listed vessel.

Number of owners if known _____ Date you purchased _____ Reason for selling _____

NOTE: It is HLM's policy to recommend to the buyer to make an offer pending an inspection of the boat by a professional marine surveyor and or technician. Therefore, if the buyer requests a survey and or mechanical inspection, unless seller provides a marine survey that was performed within the past 12 months and or mechanical inspection that was performed within the past 50 engine hours, seller agrees to reimburse the buyer half the cost of a survey and or mechanical inspection paid for by the buyer if the seller refuses to renegotiate sale price with buyer based on survey and or mechanical inspection results for issues found not disclosed to broker or buyer prior to survey and or mechanical inspection. Reimbursement not to exceed more than \$10.00 per foot for the seller's half, of the cost for the first survey and or mechanical inspection.

I (we) have read and understand and agree to accept the terms and conditions as set forth on both the front and back of this listing agreement. This agreement contains the entire understanding between us and no other representation or inducement, verbal or written, has been made which is not set forth herein.

Print Name _____ Sign _____ Date _____

Address _____ City _____ County _____ St. _____ Zip _____

Home # _____ Wk # _____ ext. _____ Cell # _____

Fax # _____ Email address _____

Accepted by Huron Lagoons Marina, Inc. _____ Date _____

Broker or his agent