

**EXCLUSIVE BROKERAGE CONTRACT**  
**HURON LAGOONS MARINA, INC. - P.O. BOX 231 100 LAGUNA DR – HURON OHIO 44839**  
**419-433-3200 FAX 419-433-7616**  
**email store@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) 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.

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 %** (\$300.00 minimum) if seller provides the buyer. 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 If by mutual consent the property described herein be withdrawn from sale there will not be a credit for the \$100.00 fee.**

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 leaser 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** \_\_\_\_\_ **Approximant amount owed \$** \_\_\_\_\_

**Loan account #** \_\_\_\_\_ **or borrowers social security #** \_\_\_\_\_

**Other judgments or encumbrances** \_\_\_\_\_

**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. Therefore, if the buyer request a survey and unless seller provides a marine survey that was performed within the past 12 months, seller agrees to reimburse the buyer half the cost of a survey and not to exceed more than \$10.00 per foot for the sellers half, for the first survey if the seller refuses to renegotiate sale price with buyer based on survey results for issues found not disclosed to buyer prior to survey.**

We, the undersigned seller (s) do hereby list with you the following described property. The information should be taken from the title or manufactures certificate of origin and registration forms.

Boat Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_ Boat Name \_\_\_\_\_

Hull Serial # \_\_\_\_\_ 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 THOSE ITEMS LISTED.**

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**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 damage to above listed property.**

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Number of owners if known \_\_\_\_\_ Date you purchased \_\_\_\_\_ Reason for selling \_\_\_\_\_

**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.**

Boat location \_\_\_\_\_ Dock # \_\_\_\_\_ Combination lock # \_\_\_\_\_  
Keys ( ) in office ( ) in boat \_\_\_\_\_

Print Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home # \_\_\_\_\_ Wk # \_\_\_\_\_ ext. \_\_\_\_\_ Cell # \_\_\_\_\_

Fax # \_\_\_\_\_ Email address \_\_\_\_\_

Accepted by Huron Lagoons Marina, Inc. \_\_\_\_\_ Date \_\_\_\_\_

Broker or his agent

REV. 9/2013