



BROKERAGE AGREEMENT

DATE _____

OWNER/SELLER _____ **HOME PHONE** _____

ADDRESS _____ **WORK PHONE** _____

CITY _____ **STATE** _____ **ZIP CODE** _____

BOAT YEAR _____ **MAKE** _____ **LENGTH** _____ **REG#** _____

HULL # _____ **MODEL** _____

ENGINE MAKE _____ **MODEL** _____ **HP** _____

TRAILER MAKE _____ **YEAR** _____ **VIN #** _____

OPTIONS _____

Sutter's Canandaigua Marina, Inc., the selling Agent and _____,
The Seller, agree that Sutter's Canandaigua Marina, Inc. will act as Broker/Agent for the sale of the
items(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 Marina. The Seller assures that the Seller provides any insurance coverage.
2. The Seller agrees to disclose to the Agent any physical conditions of the item(s) listed above that are not apparent to the eye that may affect representation of the item(s) by the Agent 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 timely transfer of the title(s) 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.
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. The Seller agrees that this is a separate transaction and will compensate the Agent upon receipt of invoice from the Agent.
5. The Agent's Commission Shall Be: **15 %** of the selling price or a minimum of: **\$750.00**, 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 the 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. 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 45 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. The Seller agrees that any legal costs incurred by the Agent in the process of executing this agreement shall be immediately payable to the agent upon receipt of invoice from the Agent.
9. If any of the item(s) listed above remain unsold and are on the Marina 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 the Agent.

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

BOTH PARTIES INITIAL THEIR APPROVAL OF THE ADDITIONAL TERMS & CONDITIONS:

SELLER _____ AGENT _____

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

BY: _____
 Legal Signature of Owner/Seller

BY: _____
 Legal Signature of Agent Representative