

American Wholesale Marine, LLC.
16976 HWY 301 North
Statesboro, GA 30458
(912) 225-1421

Broker's Exclusive Listing Agreement

THIS FORM MUST BE FILLED OUT COMPLETELY AND LEGIBLY

In consideration of the covenants herein, the Owner appoints American Wholesale Marine, LLC. as its sole agent of the boat/motor(s)/trailer:

Boat:

Year: _____ Make: _____ Model: _____ Length: _____

HIN: _____

Motor(s):

Year: _____ Make: _____ Model: _____ QTY: _____

Engine Serial #: _____ Strbrd Engine #: _____

Outdrive Serial #: _____ Strbrd Outdrive #: _____

Trailer:

Year: _____ Make: _____ Model: _____ Axle(s): _____

VIN: _____

1. American Wholesale Marine, LLC. is appointed to sell the subject boat at an agreed upon net amount \$ _____ or any subsequent price acceptable to the owner agreed upon in writing by letter, email, or fax. (American Wholesale Marine, LLC. will call with any reasonable offers on the boat). American Wholesale Marine, LLC. in consideration of marketing efforts and expense, shall retain any amounts received in excess of the Sellers net price or 10% of the gross sales price, whichever is greater. Seller agrees to pay American Wholesale Marine, LLC. the agreed upon commission should American Wholesale Marine, LLC. produce a ready, willing, and able buyer, and seller cannot or will not consummate the sale, seller agrees to pay the normal broker's sales fees.

2. Seller represents that, as the legal owner of the listed item(s) and upon receipt of such amount, seller will transfer all interest in listed item(s) to the buyer and have no further claim on listed item. Seller will not market the boat with any other broker or publication unless agreed upon with American Wholesale Marine, LLC. and American Wholesale Marine, LLC. is to be listed as the exclusive agent. American Wholesale Marine, LLC. is authorized to act for the Seller in all respects to market item(s) for sale, to accept any offer matching Seller's approval and to execute a contract of Bill of Sale in Seller's name for merchandise listed by Seller.
****Sale proceeds cannot be dispersed without proper documentation and items listed on page 4 under "Item Details". (i.e.: registration cards, tag receipts, or titles), if you cannot provide these documents, the boat cannot be legally registered by the buyer.****

3. Seller agrees to provide all necessary documents (registration cards, tag receipts, titles, etc.) needed to execute Bill of Sale prior to sale. Seller agrees to maintain item in clean, sellable condition and make any necessary repairs to ensure item is in legal, safe, and satisfactory condition to operate. Failure to disclose defects or necessary repairs that cause a breakdown during an authorized demonstration will result in a service charge. Seller agrees any repairs or service authorized by Seller or necessary to recover boat in the event of a breakdown will be paid for upon completion. Seller authorizes American Wholesale Marine, LLC. to perform any service needed to protect merchandise from imminent damage or risk of loss (e.g. freezing temperatures or water intake) at normal and usual rates and agrees to pay for service upon completion.

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4. In consideration of the agency, American Wholesale Marine, LLC. agrees:
 - (a) To inspect the boat carefully and to secure adequate information regarding the boat.
 - (b) To answer as completely and as promptly as possible all inquiries received regarding the boat and to take such steps as it deems advisable in accordance with customary business procedures to consummate a sale of the boat.
 - (c) To advertise the boat as it seems advisable in newspapers, boating publications, and co-operating brokers.

5. The owner agrees:
 - (a) To furnish American Wholesale Marine, LLC. with complete listing specifications, inventory of the boat equipment, and whatever manuals or paperwork available.
 - (b) To maintain seasonal service on items, including but not limited to: Winterization, Spring re-commissioning.
 - (c) To remove any additional listings located on alternate internet sites including but not limited to: craigslist and ebay.
 - (d) To maintain appropriate insurance as American Wholesale Marine, LLC. will not be liable for damage or loss to the boat and its equipment (including but not limited to: engine, trailer, and accessories) and/or any weather related damages during any period the boat is stored or displayed on American Wholesale Marine, LLC.'s premises or is in the care of its associated companies.
 - (e) To enter into the customary written purchase agreement of American Wholesale Marine, LLC. finds a purchaser for the boat.

6. In the event the boat is sold by the owner or otherwise disposed of by donation, trade, etc. during the term of this agreement, the owner agrees to pay American Wholesale Marine, LLC. a commission of 10% of the gross sale price of the boat and its equipment or \$200.00, whichever is greater.

7. This agreement shall stay into effect until the boat is sold unless cancelled by either party by written notice at least 30 days prior to the cancellation date.

8. The owner agrees to clear the title of all encumbrances against the boat, engine, trailer, and equipment, If there is a current loan/lien on the item, American Wholesale Marine, LLC. will directly pay off the lien holder from the net proceeds of the sale. In the event American Wholesale Marine, LLC. collects the full payment for the merchandise, seller shall allow American Wholesale Marine, LLC. 2-4 weeks to process and disperse funds accordingly.

9. Owner agrees to price the boat accordingly to NADA standards and have full knowledge on what to reasonably expect from the sale of the boat/engine/trailer/personal watercraft.

10. If the item has been previously listed for brokerage, the seller has notified the previous broker of the seller's intent to terminate the listing (**Owner Initials here**) _____.

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11. The boat has not had any major repairs. **(Owner Initials here)** _____.
If not initialed, please list repairs:

12. The owner warrants that the mentioned item is in good running condition and if said boat is found not to be in good running condition, the Owner authorizes American Wholesale Marine, LLC. to make all necessary repairs and to deduct the cost of said repairs from the net figure mentioned above. This agreement will serve as written authorization for said work. **(Owner Initials here)** _____.

13. I hereby indemnify and hold harmless American Wholesale Marine, LLC., and its agents and salespeople from any losses by my breach of this agreement. **(Owner Initials here)** _____.

14. Seller guarantees that item is not pledged as security for any loans, claims, or liens.
(Owner Signs here) _____

If not signed, please list loan/lien holder information:

Lien holder:	Address:
_____	_____
Account Number:	Phone number:
_____	_____
Payoff amount:	As
_____	of: _____

15. Insurance Waiver:
I hereby understand that it is my sole responsibility to maintain insurance on my own items while being brokered by American Wholesale Marine, LLC.. Seller shall maintain insurance for the full replacement value of the item and liability coverage insuring any operation of the item. American Wholesale Marine, LLC., is not responsible for any loss or damage due to weather, natural disaster, or theft of any property belonging to the seller.
(Owner Initials here)_____.

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16. Storage Lease Addendum:

- (a) I understand the Lessor is a landlord renting space for the tenant's use and is not a bailor or warehouseman in the business or storing goods for hire.
- (b) I hereby acknowledge that I have reviewed this marketing agreement and that I understand that the Lessor is not responsible for loss or damage while my property is stored in the space allotted to me for my personal property.
- (c) Initial all that apply:

_____ My storage fee is \$1.00 per day.

_____ My storage fee is an additional \$1.00/day if my property is +25' in length.

_____ My storage fee is an additional \$1.00/day if my property is stored on a borrowed trailer.

My total fee is \$_____ per day, which will be deducted from the net proceeds from the sale of my property OR billed upon pick up of my property shall it remain unsold.

(Owner Initials here) _____

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17. Item Details:

(a) Boat

Year: _____
Make: _____
Model: _____
Length: _____
Beam: _____
Draft: _____
Hull Material: _____
Max Capacity: _____

(b) Engine(s)

Year: _____
Make: _____
Model: _____
QTY: _____
Fuel: _____
Type: _____
HP: _____
Cylinders: _____
Engine Hours: (1) _____ (2) _____
Date of last service: _____
Performed by: _____
Use: _____

(c) Trailer

Year: _____
Make: _____
Model: _____
of axles: _____
Material: _____
Spare tire: _____
Breaks: _____
Last serviced: _____

(d) Galley Equipment

of berths: _____
Ac/heat: _____
Fridge: _____
Freezer: _____
Sink: _____
Stove: _____
Oven: _____
Microwave: _____

(e) Accommodations

Sleeps: _____
of berths: _____
Shower: _____
Toilet: _____

(f) Electronics/Nav gear

fish finder: _____
depth finder: _____
Compass: _____
GPS: _____
Stereo: _____
Radar: _____
TV: _____
VHF: _____
Batteries: _____
Onboard Charger: _____

(g) Safety Equipment

Fire ext: _____
Life jackets: _____
Flares: _____

(h) Equipment

Cover: _____
Camper Canvas: _____
T-Top: _____
Wake Tower: _____
Bimini Top: _____
Dock lines: _____
Fenders: _____
Anchor and rope: _____
Outriggers: _____
Downriggers: _____
Rod holders: _____
Trolling motor: _____
Jack plate: _____
Trim Tabs: _____
Generator: _____
Porti potti: _____
Cushions: _____
Swim platform: _____
Ladder: _____
Aerated livewell(s): _____
Wash down: _____

(i) Other Items

I Certify that all items listed are included with the sale of my vessel
(Owner Initials here) _____.

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Seller/Owner Information:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Best Day Phone: _____ Phone 2: _____

Drivers License Number: _____

I _____ hereby give American Wholesale Marine, LLC. and its representatives the authority to the sale or any other transaction as agreed upon in this document.

X. _____
Signature of Seller/Owner

Date: _____