

Boatworks of Buffalo.

187 Wilmuth Ave.
Lackawanna, NY 14218

Phone: 716-824-7181
Fax: 716-824-2036

Name: _____

Date Listed: _____

Listing Agreement

In consideration of the covenants hereinafter contained, the Owner appoints Boatworks of Buffalo as central agent for the sale of the vessel,

HIN # _____, at the gross asking price of _____ or at any other price acceptable to the owner. Boatworks of Buffalo is hereby authorized to show, board, advertise, demonstrate, (with prior permission from the owner) and sell the above named vessel for a minimum period of 180 days after receipt. It is understood and agreed that Boatworks of Buffalo will exert a diligent effort in the promotion of the sale of this vessel.

Information concerning the vessel will be distributed and available to outside brokerage firms at the discretion of Boatworks of Buffalo on a co-brokerage basis.

It is understood that Boatworks of Buffalo has exclusive sale right for the above named vessel. In the event that the vessel is sold or otherwise disposed of by donation, trade, etc. during the term of the agreement, the Owner, agrees to pay BoatWorks of Buffalo a commission of ten percent (10%) of the gross sale price of the vessel or a minimum \$1200.00 commission/brokerage fee. In case of sale or exchange is made within one year after the termination of the agreement to parties who were initially contracted and informed of the availability of the vessel at any time during the term of the agreement, the aforesaid commission shall be due upon such transaction.

In the event of non-payment by the owner of the commission due herein, owner shall be liable for reasonable attorney's fees and all costs associated in the collection of said commission. In the event the owner enters into a contract to sell the vessel and, pursuant to the contract, a deposit is forfeited as liquidated damages, said deposit shall first be applied toward payment of all expenses incurred against be divided equally between owner and Boatworks of Buffalo.

It is understood and agreed that the owner shall keep in full force hull and liability coverage for the vessel listed above during the term of this agreement. Also, if the boat is to be dry stored on Boatworks of Buffalo property, the owner maybe subject to storage, haul out, bottom cleaning and launch fees as determined by Boatworks of Buffalo. Furthermore, the owner's credit card number must be provided at the commencement of this contract for such expenses.

If the sale of boat takes place prior to launch season \$2,000 will be held in escrow until the boat can be launched and to make sure all systems are in working order.

Owner's Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Work Phone: _____

Cell Phone: _____

E-Mail: _____

Vessel Location: _____

Recent Survey: _____

Agent at Boatworks of Buffalo :

- Responsibility of the seller to provide free & clear title: Seller's Initial _____
- Guarantee the boat starts, runs and shifts : _____