

ANTIQUÉ BOAT CENTER

5521 Vine Street, Cincinnati, OH 45217 P – 513.242.0808 F – 513.242.0555

“Net to Seller” Listing Agreement

BOAT FOR SALE

Date _____

Name _____ Address _____ City _____

State _____ Zip _____ Home# () _____ Bus.# () _____

Fax# () _____ Cell# () _____ email _____

BOAT INFORMATION

Year _____ Manufacturer _____ Model _____

Length _____ Hull# _____ Upholstery Color _____ Boat last in water _____

ENGINE

Manufacturer _____ Model _____ Horsepower _____ # of hours _____

Work done _____

By Whom _____

BOTTOM

Original bottom? _____ Work done? _____

By Whom & When _____ Include copies of documentation _____

TRAILER

Manufacturer _____ Year _____ # Axles _____ Brakes? _____

Comments _____

OPTIONAL EQUIPMENT

Boat Cover _____ Tonneau _____ Stereo _____ Spot Light _____ Convertible Top _____

Side Curtains _____ Fume detector _____ Fire Ext. _____ Other items _____

Comments _____

BOAT CONDITION

COMMENTS

Wood _____

Finish _____

Chrome _____

Gauges _____

Upholstery _____

Engine _____

Trailer _____

Please be objective in your evaluation of your boat with “1” representing a pattern boat and “10” being a show winner. Please describe any items that you feel need clarification.

REPRESENTATION – NOTICE – we are going to use your description in our presentation of your boat to the buying public. Please be as accurate as you can so that there is no misunderstanding.

Asking Price _____ What is your bottom line figure? _____ Interested in a trade? _____

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This Agreement is entered into this _____ day of _____, 20____, by and between _____ (“Seller”) and ANTIQUE BOAT CENTER, CO. (“Broker”).

1. **Appointment of Broker.** Seller hereby engages Broker as Seller’s agent to manage the sale of Seller’s boat, trailer, and accessories, a _____ (as more fully described on the reverse side hereof) and attaches hereto a copy of the title/registration for the boat and trailer.
2. **Sale Price.** Sale price for the boat shall be \$_____ or any lesser sum to which the Seller may hereafter agree.
3. **Term.** This Agreement shall remain in effect until the boat is sold or until either party gives the other party 30-day written notice of termination.
4. **Commission.** Broker shall be entitled to the amount in excess of the “net price to Seller” or ten percent (10%) of the sale price, whichever is greater. Minimum commission is \$750 if:
 - a. Broker produces a purchaser for the boat for the sale price, or a lesser sum to which the Seller may hereafter agree; or
 - b. If the boat is sold or exchanged during the term of this Agreement or within one year after termination hereof, to any party to whom the Broker has introduced, offered, or shown the boat, whether done verbally, in writing, or through Broker’s website.
5. **Sale by Seller.** Seller shall be permitted to sell the boat on his own during the term of this Agreement. Should Seller procure a buyer on his own, Broker shall not be entitled to any compensation for said sale or transfer; provided, however, if Seller sells the boat to a buyer who has become aware of the availability of the boat as a result of the efforts of Broker as set forth in Paragraph 4, above, Broker shall be entitled to the commission set forth herein. In the event Seller does sell the boat on his own, Seller must notify Broker of the sale and the name of the buyer within five days of the execution of the contract thereof.
6. **Consignment.** If the boat is consigned to Broker’s facilities, Seller will maintain no less than “port risk only” coverage on the boat and there will be a storage fee of \$2.50 per foot/per month. Broker will maintain insurance for damage done to the boat due to Broker’s negligence.
7. **Best Efforts.** Broker agrees to use its best efforts to sell the boat, which shall include:
 - a. Advertising the boat as the Broker deems appropriate;
 - b. Making proper arrangements to show the boat to prospective buyers; and
 - c. Handle the transaction for the Seller in a professional manner.

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8. **Representation by Seller.** Seller hereby warrants and represents that:
 - a. He is the owner of the boat;
 - b. He has the authority to sell the boat, regardless as to price; and
 - c. He will be able to deliver free, clean, and unencumbered title to the boat with 15 days of the payment of the Purchase Price.

9. **Breach of the Agreement.** In the event that Seller breaches any of its Obligations contained herein, Broker may:
 - a. Sue for and recover any and all damages incurred by Broker as a result of Seller's breach hereof, which shall include, but not be limited to, commission, attorney's fees, expenses incurred in enforcing its rights under this Agreement, court costs, and any other and further damage to which the Court deems the Broker entitled;
 - b. Pursue any other remedy available to Broker under the laws of the State of Ohio.

10. **Jurisdiction and Venue.** Any dispute arising between the parties to this Listing Agreement shall be resolved by the Hamilton County Court of Common Pleas, Hamilton County, Ohio, and the parties hereto hereby consent to the subject matter and personal jurisdiction of that Court.

IN WITNESS WHEREOF, the parties have executed this Listing Agreement as of the above-referenced date.

ANTIQUÉ BOAT CENTER, CO. (Broker)

By _____

Seller

Printed Name: _____

Street Address: _____

City State Zip

Phone Number: _____

