

Boats New 2U LLC DBA CAPTIVA BOAT SALES

4601 Kellogg Ave
Cincinnati
Ohio 45226
(513) 777-1002

STANDARD VESSEL BROKERAGE LISTING AGREEMENT

OWNER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ WORK PHONE: _____ CELL: _____

EMAIL: _____

NAME OF VESSEL: _____ REGISTRATION/DOC#: _____

MAKE/MODEL/TYPE: _____

LENGTH: _____ YEAR: _____ LOCATION: _____

INSURED BY: _____ POLICY EXPIRES: _____ COPY ON FILE?

ASKING PRICE: \$ _____ CURRENT MARINE SURVEY AVAILABLE? YES NO

UPON SALE CLOSURE, ARE THERE ANY LIENS THAT MUST BE SATISFIED? YES NO

In consideration of the mutual covenants and agreement herein contained, the above-named Owner ("Owner") hereby appoints Boats New 2U, LLC ("Broker"), as the Owner's exclusive agent for the sale of the vessel described above ("Vessel").

PLACEMENT FOR SALE:

1. Owner agrees to place for sale the above named Vessel:
 - a) Owner hereby authorizes and empowers Broker, during the term of this agreement: (a) to list and advertise the Vessel for sale; and (b) to board, display, show and lake test the Vessel for prospective purchasers.
 - b) Owner will supply the Broker with the names of all prospective purchasers who contact the Owner directly.

EXCLUSIVE LISTING:

2. Boats New 2U shall be the exclusive marketing broker and agent for sale of the above vessel. This agreement shall continue until boat is sold. Either party may terminate this agreement upon 180 days written notice. It is agreed and understood that Broker is entitled to its full commission should any party produce a purchaser, ready, willing, and able to consummate sale. Broker is still entitled to full commission if sale is consummated after this contract is terminated but with a prospective purchaser produced by any party while the contract was in effect.

COMMISSION:

3. The Commission due to Boats New 2U shall be as follows:

10% of gross sale amount with minimum of \$1000.

Our service department will do a pre-sale inspection at the cost to the owner for \$199. We will waive this fee if we sell the boat.

OWNER:

4. Owner represents and warrants to the Broker that:
 - a) Owner has the right, power and authority to sell good and marketable title to the Vessel and will discharge all liens and encumbrances affecting the Vessel prior to the sale thereof, unless otherwise agreed by buyer;
 - b) Owner will make Vessel available for inspection and demonstration for prospective buyers;

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except as follows: _____

- d) Owner has not failed to disclose any material fact to Broker and all information provided by Owner to Broker, whether provided herein or otherwise, regarding the Vessel, is and will be accurate and correct.
- e) In the event the Vessel and its equipment and accessories do not meet all legal requirements, Owner agrees to correct any such discrepancies except as noted in the above Paragraph 4(c).
- f) Owner agrees to identify, defend and hold harmless Broker against and from all claims, actions, suits, liabilities, costs and expenses arising from a breach of this agreement (including, without limitation, the representations and warranties of Owner set forth herein).

DEPOSIT:

5. In the event deposits or other monies in respect of the sale of the Vessel are paid to Broker, Broker shall hold the same in escrow. In such capacity, the duties and responsibilities of Broker shall be entirely administrative and not discretionary. In the event settlement of the sale of the Vessel does not take place, Broker shall be obligated to act only in accordance with joint written instructions received by it from Owner and buyer and is authorized hereby to comply with any orders or judgments of any court and shall not be liable as a result of its compliance with the same. In case a deposit is forfeited, one half of same shall go to Broker and one half to the Owner, provided the Broker's share does not exceed the above names commission.

NO WARRANTY:

6. Owner assumes sole risk of, and shall keep Vessel insured against, all loss, damage or destruction of the Vessel, or any part thereof, from any whatsoever:
- a) It is agreed and understood that Broker shall use its best efforts to safeguard the vessel and its contents. Owner agrees to assume all responsibility for insurance and that Broker is not responsible for losses suffered by theft, fire, accident, damage, or destruction.
 - b) Owner agrees that Broker cannot make any warranties, either expressed or implied, regarding said vessel. Owner agrees to hold Broker harmless for any litigation, including attorney fees, or due to the condition of said vessel sold. Should Broker become involved in any proceedings to determine, interpret, or enforce the terms or conditions of this Agreement or regarding the sale of the Vessel, then Broker shall be entitled to reimbursement of reasonable attorneys' fees and costs from Owner and/or the parties to be at fault or requiring or instituting such proceeding.

MARKETING:

7. Broker has devised a marketing plan which agrees to actively advertise, promote, and market the vessel for sale until it is sold.

ADDITIONAL BILLS AND CHARGES:

8. It is understood that the Owner will continue to be responsible for any agreed boat storage and/or slip rental during the terms of this agreement. Additionally, Owner understands and agrees to be responsible for the cost of any and all repairs, maintenance and/or cleaning of the Vessel and associated items during the term of this agreement and that said sum will be due on a monthly basis. Boat storage and/or slip rental is storage only, not any services performed on vessel.

This agreement sets forth the entire agreement of the parties and supersedes all other understandings, representations or warranties, whether oral or in writing.

The Owner named above hereby enters into this Vessel Brokerage Listing Agreement and agrees to be bound by all the terms and conditions stated herein. IN WITNESS WHEREOF, Owner and Broker have executed this Agreement as of the date written below:

OWNER:	BROKER:
_____	_____
(Signature of Owner or Owner's Authorized Representative)	
_____	_____
(Printed Name)	(Printed Name)
Date: _____	Date: _____

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Vessel Specifications for Listing:

MAKE / MODEL

YEAR

SIZE

CRUISING SPEED

ENGINES

HOURS

SLEEPS

LOCATION/SLIP

GALLEY

Refrigerator/Freezer
Icemaker
Water Heater
Stove/Burner
Microwave
Sinks
Dockside Wtr Sys

ENGINE DETAILS

Closed Cooling
Inboard
Outboard
Gas
Diesel
Spar Props

ELECTRICAL SYSTEM

30 AMP
50 AMP
12 Volt
24 Volt
Generator Battery
Charger Power
Cords

COMFORTS

Electric Head
Vacu Flush Head
Manual Head
Wet Bar
Air/Heat
Shower
Satellite

ELECTRONICS

GPS
VHF Two-way radio
Depth Finder
Speed Indicator
Auto Pilot
Radar
Engine Sync
Plotter
Rudder Indicator
Fuel Flow Indicator
Trim Tab Indicator
Hailer
Stereo
Television
VCR/DVD
Searchlight
Telephone

DECK AND HULL

Anchor
Windless
Bow Pulpit
Swim Platform
Swim Ladder
Tender Outboard
Outboard/Moto

SAFETY EQUIPMENT

Co2 System
Halon System
Fire Equipment
Life Ring
Life Jackets
Life Raft
Flair Gun

CANVAS

Bimini Top
Winter Cover
Mooring Cover
Ison Glass

MISCELLANEOUS

Cradle
Jack Stands
Trailer
Down Riggers
Mooring Lines
Bumpers/Fenders

MECHANICAL EQUIPMENT

Upper Station
Lower Station
Hydraulic Steering
Trim Tabs
