

# FIVE STAR BOAT CENTER <sup>(SM)</sup>

## Exclusive Boat Consignment Agreement

Name: \_\_\_\_\_ Daytime Phone \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-MAIL \_\_\_\_\_

Boat Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ HIN \_\_\_\_\_

Trailer Year \_\_\_\_\_ Make: \_\_\_\_\_ Model \_\_\_\_\_ VIN \_\_\_\_\_

Patrick Enterprises Inc. d/b/a Five Star Boat Center, 410 Kings Rd., Fox Lake, IL hereafter referred to as BROKER, and \_\_\_\_\_ OWNER herewith grants to the BROKER the exclusive right to sell the vessel for a period of 180 days. The vessel shall include all marine electronics and accessories, and trailer (if any), In good, seaworthy, operating condition. A complete description of the vessel is attached hereto as Exhibit 1.

Owner shall maintain and has maintained the vessel, marine electronics and accessories in a SEAWORTHY condition and WARRANTS to the BROKER and the BUYER, that the vessel is in operating condition and that the OWNER has no knowledge and represents that the vessel has no hidden defects. The BROKER shall have no responsibility for maintenance. The OWNER also implies that the vessel is seaworthy and has no hidden defects or damage.

OWNER agrees to permit the BROKER the right to demonstrate the vessel to potential purchasers. OWNER agrees to maintain insurance on the vessel for customary perils and in the amounts customarily maintained on the vessel. Such coverage shall be primary and BROKER shall be considered as an insured. Owner agrees, upon request of the BROKER to provide copies of policies or other proof of coverage.

The seller agrees to accept an offer of \$ \_\_\_\_\_

**MINIMUM BROKERAGE FEE IS \$1,250.00 Regardless of Selling Price.**

BROKER shall mark up the sale price a minimum of 10%.

If after a sale and delivery, the purchaser of the vessel requests and pays for an independent marine survey by a qualified marine surveyor, and the survey reveals any structural or safety deficiencies, OWNER agrees to make due allowance, whether by performing remediation, or an allowance in the purchase price or a refund for the cost to repair the vessel to make it SEAWORTHY.

This is the entire agreement between the parties, and this agreement may only be modified by a writing executed by the parties hereto.

The usual storage charges apply.

DATE \_\_\_\_\_

OWNER \_\_\_\_\_

By \_\_\_\_\_

Broker: PATRICK ENTERPRISES INC dba FIVE STAR BOAT CENTER

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