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### CONSIGNMENT AGREEMENT

BEST NUMBER TO CONTACT (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
ALTERNATE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

This agreement made, effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, subsequently referred to as consignor and The Boat Connection Sales and Service, INC., subsequently referred to as the consignee.

In consideration of the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

Consignor agrees to deliver consignee, on consignment, the vessel set forth below and more particularly described as follows.

\*\*\*\*\*IMPORTANT NOTE: ALL BOATS IN NEED OF REPAIR OR SERVICE WORK PRIOR TO THE SALE ARE THE SOLE RESPONSIBILITY OF THE SELLERS AND ANY AND ALL WORK MUST BE PAID FOR PRIOR TO THE SALE UNLESS OTHER ARRANGEMENTS ARE MADE\*\*\*\*\*

YEAR: \_\_\_\_\_ MAKE/MODEL: \_\_\_\_\_ HULL#: \_\_\_\_\_  
ENGINE YEAR: \_\_\_\_\_ MODEL: \_\_\_\_\_ SERIAL#: \_\_\_\_\_  
TRAILER YEAR: \_\_\_\_\_ MODEL: \_\_\_\_\_ SERIAL#: \_\_\_\_\_  
ASKING PRICE: \$ \_\_\_\_\_ OR NET TO OWNER \$ \_\_\_\_\_  
OPTIONS: \_\_\_\_\_

INCLUDED ACCESSORIES

Consignor agrees to pay consignee a commission for the vessel contained under this agreement in the amount of 10%. **Minimum \$1,500.00 commission for boats sold at \$14,999 and under.** ALL FINANCED BOATS THAT REQUIRE LOAN PAYOFF'S WILL BE CHARGED \$100 ADDITIONAL FEE FOR PAPERWORK, OVERNIGHT EXPENSES ETC.

**\*\$350 CLEANING & RUN-THROUGH FEE TO DO INITIAL CLEANING (THIS IS A THROUGH INSIDE & OUTSIDE CLEANING WITH WAX) & CHECK ALL SYSTEMS\***

CUSTOMER INITIAL: \_\_\_\_\_

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After consignee procures a buyer and consignor has approved the sale price for the vessel, consignor must provide consignee a good, clean, marketable title to said vessel within 7 days after the consignee has procured a buyer. Should consignor be unable to provide said good, clean, marketable title within the time frame set forth above, consignor will have to pay the consignee the appropriate commission as set forth above as if the sale had been made, plus expenses for storage, cartage, transportation, handling, and all expenses incident to those matters, including the cost of any advertising for the vessel.

Consignor agrees to keep the above said vessel fully insured, in the name of and for the benefit of the Consignor. Consignee is not liable for any lost of or damage that may occur to Consignor's vessel while in the custody of the Consignee.

Consignee agrees to sell Consignor's vessel at a price not less than the price to be established by the Consignor. Consignee agrees to pay the Consignor the net proceeds of the sale of the Consignor's vessel as soon as received by Consignee, such net proceeds deemed the gross amount of the sale less the reasonable charges and commission mentioned on page one of this Consignment Agreement.

It is agreed by the parties hereto that, from time to time, a test drive of the said vessel may be required by the prospective purchaser. During towing and/or this test drive, the Consignee is not responsible for any damage occurring to the trailer (including tire failure), the engine or the vessel itself.

This Agreement shall be governed by, constructed and enforced in accordance with the laws of the Sate of Florida. Any litigation arising out of this contract, the parties agree jurisdiction will lie in Palm Beach County, Florida.

This Agreement shall constitute the entire agreement between the said parties. Any prior understanding to agreement of any kind proceeding that date of this Agreement shall not be binging on any party except to the extent expressly set forth in this Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidence in writing and must be signed by each said parties or an authorized reprehensive of each party.

The parties agree to execute whatever papers and documents that may be necessary to effectuate the terms of this Agreement.

If this contract is terminated by the Consignee before a sale is made, the Consignor will be charged \$150.00 per month for storage and maintenance fee for the vessel; minimum of 1 month. Also, a fee will be charged for any advertising and repairs that have occurred. (May be voided by manager) \_\_\_\_\_

CUSTOMER INITIAL: \_\_\_\_\_

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If the vessel has not been sold within a (4) month period from the start date of this Agreement the Consignor is then responsible to pay a storage fee of \$150.00 per month retro to the first date of the Agreement being signed. (May be voided by manager)

This contract may be terminated by either party, at any time. The consignee shall not be held responsible or liable for any theft or damage to the consignor's vessel while situated at the consignee's place of business.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Boat Connection Sales and Service: \_\_\_\_\_

Authorized signature – consignee: \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Authorized signature – consignor: \_\_\_\_\_

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### OWNER INFORMATION SHEET

Name of Owner(s): \_\_\_\_\_  
\_\_\_\_\_

Owner (s) Address: \_\_\_\_\_

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

Owner (s) Phone: Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Hull Number: \_\_\_\_\_

Engine Number: \_\_\_\_\_ Trailer Number: \_\_\_\_\_

Total Asking Price \$ \_\_\_\_\_

Spoke to on: \_\_\_\_\_

Spoke to on: \_\_\_\_\_

CUSTOMER INITIAL: \_\_\_\_\_

Terms and Conditions:

- 1) If the owner of the vessel owes money on the boat, and is asking to sell the boat for less than the money owed, the difference must be paid up front to the Boat Connection. We will require a 10 day pay off to The Boat Connection.
- 2) If money is owed on the boat, the owner must also provide us with the payoff amount, account number, name of the owner's bank, and any other information that pertains to paying off the lien.
- 3) If at any time the owner chooses to lower their asking price, a written agreement must be signed and dated by both the owner of the vessel and the sales associate that they are working with.
- 4) There will be a minimum commission paid to The Boat Connection of \$1,500.00 regardless of the price that the boat is being sold for.

I have read and agree to all of the terms and conditions of the consignment agreement with The Boat Connection Sales and Service INC

Please provide a detailed description of everything on the boat that is not in working condition at the time the agreement is made between The Boat Connection and the Consignor.

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**Customer Advanced Selling Options:**

Initial next to options you wish to receive.

E-bay Auction: (\$75.00) \_\_\_\_\_

**THIS SECTION IS TO BE FILLED OUT ONLY UPON TERMINATION  
OF THIS AGREEMENT BY THE CONSIGNOR**

I \_\_\_\_\_, have chosen to terminate this Consignment Agreement with The Boat Connection Sales and Service INC on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I do understand there are fees involved that must be paid before my vessel will be released.

CUSTOMER INITIAL: \_\_\_\_\_