

McMillan Marine Brokerage Agreement

Owner/Seller _____
Home Phone _____ Work Phone _____
Address _____
Year _____ Make _____ Model _____
Registration # _____ VIN _____
Trailer Yr _____ Make _____ Model _____ Plate _____
Options _____

McMillan Marine, the agent and _____, the seller, agree that McMillan Marine is to act as broker in the sale of the merchandise described above according to the following terms and conditions.

1. The agent will not be responsible for accessories or personal items left on unit or trailer, or any damage done to same while on premise.
2. If the unit, motor, or trailer requires any service in order to test drive or deliver a serviceable unit to the purchaser, seller agrees to pay for same at agent's standard rates.
3. Unit and trailer registration and title if applicable must be in the possession of the agent.
4. Units remaining on agent's premises after October 1st are subject to winter storage fees at prevailing rates.
5. If the unit is sold by any person during the term of this agreement, the brokerage fee is due and owing to McMillan Marine.
6. Agent's commission shall be 12% of selling price, or a minimum fee of \$1,500 whichever is greater, plus any amounts due under paragraph 2 above, unless otherwise agreed upon. There will also be a one time \$150 Listing Fee.
7. Seller agrees that the minimum selling price under this agreement shall be \$ _____. Agent's commission and charges to be deducted from this amount. Agent agrees that any reasonable offer below this amount will be relayed to the seller for consideration.
8. Owner/Seller agrees to reveal to McMillan Marine full information of any liens or encumbrances on described equipment. Owner/Seller agrees that McMillan Marine will pay all liens and or encumbrances from the proceeds of the sale.
9. This agreement may be terminated by either party in writing, without notice. However, if described unit is sold within 45 days of termination by Owner/Seller, the full brokerage commission is due and owing to McMillan Marine.

Additional terms and conditions of this agreement: _____

Agreed to this _____ day of _____, 20____

By: _____ and _____
Owner/Seller Agent of McMillan Marine