

Navajo Dam Marina

Vessel Brokerage 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 SUVEY AVAILABLE?

LIST ANY LIENS THAT MUST BE SATISFIED UPON SALE CLOSURE: _____

In consideration of the mutual covenants and agreements herein contained the above-named Owner ("Owner) hereby appoints Navajo Dam Enterprises, Inc. ("Broker"), as the Owner's exclusive agent for the sale of the vessel described above ("Vessel"), and Owner and Broker agree as follows.

1. 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 and show the Vessel (including operation of the vessel for demonstration and inspection)
2. Owner will supply the Broker with the names and contact information of all prospective purchasers who contact the Owner directly.
3. Owners 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 the vessel available for inspection and demonstration for prospective buyers;
 - c. The Vessel and all its equipment and accessories are in good, operable condition, and meet all the legal requirements, 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.

4. Broker agrees to list the Vessel for sale on its website during the term of this Agreement. Owner acknowledges that Broker may show potential buyers vessels in addition to the vessel covered by this Agreement, and any efforts made by Broker on behalf of another vessel under brokerage shall not constitute a breach of this Agreement.
5. Owner agrees to indemnify, 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).
6. In the event the Vessel, and its equipment and accessories do not meet all legal requirements, Owner agrees to correct such discrepancies except as noted above in Paragraph 3(c).
7. Broker does not assume, and is not delegated, care, custody or control of the Vessel. 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 cause whatsoever.
8. Broker shall be entitled to a commission upon completion of sale of the Vessel. The Broker's commission shall equal seven percent (7%) of the contracted selling price for the Vessel, and shall not be adjusted due to any subsequent price adjustments agreed to by Owner and buyer. It is understood that Broker has exclusive brokerage right for the above named Vessel.
9. 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 the other party.
10. The term of this agreement shall be from the date set forth below until the boat sells. Either party may terminate this Agreement with 30 days' prior written notice from Owner, such notice to be effective as of the date set forth therein.
11. In the event deposits or other monies in respect of sale of the vessel are paid to Broker, Broker shall hold the same in escrow. Any such amounts may be co-mingled with Broker's other funds and will not bear interest. 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 same. Owner will indemnify and hold harmless Broker from and against any and all claims, actions, suits, liabilities, costs and expenses which may be asserted against it or which it may incur by reason of its execution or performance in connection with any amounts held in escrow.
12. In case a deposit is forfeited, one half shall be paid to Broker and one half to the Owner provided the Broker's share does not exceed the above named commission.
13. Owner acknowledges each buyer/seller agreement is brokered separately and subject to the full commission amount.
14. It is understood and agreed that Owner will continue to be responsible for the terms of the Boat Storage License and/or slip rental agreement 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 boat and associated items during the term of this Agreement.
15. This Agreement sets forth the entire agreement of the parties and supersedes all other understandings, representations or warranties, whether oral or writing.

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: _____