

# Jackson Marine Sales. Inc.



Builder \_\_\_\_\_ Date \_\_\_\_\_  
 Location \_\_\_\_\_ Decking \_\_\_\_\_ Hull \_\_\_\_\_  
 Name \_\_\_\_\_ Hull# \_\_\_\_\_  
 Model \_\_\_\_\_ Year \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_  
 Reg # \_\_\_\_\_ Engines: Sgl. \_\_\_\_\_ Twin \_\_\_\_\_  
 Make \_\_\_\_\_ Generator \_\_\_\_\_ Kw \_\_\_\_\_  
 Amount Fuel \_\_\_\_\_ FWC \_\_\_\_\_ Hours \_\_\_\_\_ Draft \_\_\_\_\_ Gas \_\_\_\_\_ Dsl. \_\_\_\_\_  
 DOC# \_\_\_\_\_ Water \_\_\_\_\_ I/B \_\_\_\_\_ O/B \_\_\_\_\_ I/O \_\_\_\_\_

Equipment	Yes	Description
Aft Deck Encl.		
Air Cond.		
Anchor(s)		
Battery Charger		
Bilge Pumps(s)		
Bimini Enclosure		
Bait Well		
Canvas Cover		
Carpet		
Clocks		
Clothes Dryer		
Clothes Washer		
Comp. Seat		
Curtains, Int.		
Davits		
Dink		
Dock Lines		
Dockside Water		
Extra Fuel		
Fenders		
Fire Ext.		
Fume Detector		
Furniture, Int./Ext.		
Halon		
Heaters		
Fishing Chair		
Hour Meters		
Life Jackets		
110V Dockside		
Outriggers		
Rod Holders		
Searchlite		
Shower		
Spare Props		
Spare Shaft		
Split Shore Service		
Stereo		
Swim Platform		
Swim Steps		
Toilet		
Top,Bimini		
Top,Hard		
Trim Tabs		
Washdown		
Windlass		
Wing Doors		
Wipers		

Galley	Yes	Description
Pressure Water		
Hot Water		
Refrigeration		
Ice Box		
Electric Stove		
Oven		
Coffee Maker		
Microwave		
Dishwasher		
Disposal		
Ice Maker		
Separate Freezer		

Electronics	Yes	Description
VHF Radio		
GPS		
CB Radio		
Auto Pilot		
Depth Finders		
Radar		
Loran		
Compass		
Synchronizer		

**Additional**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Additional For Trailer**

Make \_\_\_\_\_ Model \_\_\_\_\_  
 Year \_\_\_\_\_ Gross Wt. \_\_\_\_\_  
 Sgl.or Tandem Axle \_\_\_\_\_ Brakes \_\_\_\_\_  
 Winch \_\_\_\_\_ Size Tires \_\_\_\_\_  
 Items Excluded From Sale \_\_\_\_\_  
 \_\_\_\_\_  
 Reg. # \_\_\_\_\_ DOC# \_\_\_\_\_  
 Sleeps \_\_\_\_\_ Trade? \_\_\_\_\_  
 Price \$ \_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All listings subject to prior sale price, change or withdrawal, All data believed to be accurate but not guaranteed. Jackson Marine Sales, Inc. does not warrant or guarantee brokerage boats.

## CENTRAL LISTING AGREEMENT

This Central Listing Agreement defines the terms and conditions whereby the undersigned sales management firm, hereafter called Broker agrees to manage the sale of the Vessel described below on behalf of the undersigned owner/agent, hereafter call Owner.

1. Owner hereby grants to Broker, the exclusive right to manage the sale of the Vessel described below together with all gear, machinery, furnishings and other articles belonging to the Vessel, whether or not now on board, at the asking price of \$\_\_\_\_\_ or any other Gross Selling Price or terms acceptable to the Owner, which are at the sole discretion of the Owner.
2. Owner agrees to provide photographs, drawings and other detailed information to the Broker: to provide convenient and reasonable access to the Vessel so that salespersons and other brokers may show the Vessel when Owner and his guests are not aboard; to keep Broker informed of changes in location, price, condition, inventory or specifications of the Vessel; to arrange for all appointments and offers made by anyone to be made only through the listing Broker; to provide Vessel registration and proof of ownership at time of sale; and to execute the customary purchase agreement in the event Broker finds a Buyer for the Vessel.
3. The owner hereby authorizes Broker to place a "FOR SALE" sign upon the said property, which shall be the only such sign permitted to be displayed thereon during said agency.
4. The minimum term of this Agreement is for a period of six (6) months and shall be in force until the Vessel; is sold unless terminated with written notice by either party to the other at least forty-five (45) days prior to intended expiration date.
5. Broker agrees to prepare a complete and descriptive listing report and/or brochure for distribution to prospective buyers and other brokers who may represent potential buyers, to answer any and all inquiries, and to present all offers without exception to Owner for his serious consideration. Owner agrees that Broker is providing a valuable service in the distribution of information and the marketing of Owner's Vessel. Therefore Broker is authorized and directed to distribute information describing the Vessel by any and all reasonable means including but no limited to advertising.
6. Owner acknowledges and warrants that the Vessel will be transferred to Buyer free and clean of any and all debts, claims, liens and encumbrances of any kind including maritime liens.
7. The Owner agrees to pay the Broker 10% of the Gross Selling Price as commission if during the term of this Agreement, a buyer is procured whether by Broker, Owner, other brokers or anyone else who is ready and willing to buy, trade, of exchange any interest in the Vessel. This Agreement supersedes all other prior listing agreements, which may have been entered into for the sale of this Vessel.
8. Owner shall pay the commission specified in paragraph seven (7) should he, or anyone else, within one (1) year after the date of termination of this Agreement, sell or transfer by trade or otherwise the Vessel to a Buyer to whom listing information has been provided by Broker during the term of this Agreement.
9. It is specifically understood and agreed that Broker does not assume and is not delegated care, custody or control of the Vessel by reason of this Agreement. In the event the Vessel is stored at Broker's premises, Broker is not responsible for damages, loss, or theft of any kind to the Vessel or her gear or equipment. Owner shall carry his own marine insurance (Hull and Liability) and provide Broker upon request with a copy of said policies. Owner shall be solely responsible for all storage and marina handling charges, if applicable, unless otherwise agreed to in writing. The Owner hereby authorizes the Broker and/or employee(s) of Broker to operate the boat for purposes of testing, inspection and demonstrating at Owner's risk and Owner releases Broker of all liability for loss or damage of any cause whatsoever.
10. In the event that interpretation or enforcement of terms or conditions of this Agreement are subject to litigation or arbitration, the prevailing party shall be entitled to all reasonable attorneys fees, court costs, and other costs of collection. This Agreement shall be construed in accordance with the laws of the State of Maryland.
11. Owner acknowledges having understood the terms of this Agreement and receipt of a signed copy; that this document represents the entire Agreement of the parties; that no other representations, warranties, guarantee of sale or promises of any kind have been made to me other than those set forth herein; and that this Agreement is binding on all heirs, executors, successors, and assigns of both Owner and Broker.
12. In the event a sale is not consummated because of Owner's failure to perform, then the full commission shall be due and payable upon such failure. If a sale is not consummated because of Buyer's failure to perform, and all or any portion of Buyer's deposit is forfeited, Owner agrees that the amount forfeited shall be deemed liquidated damages and shall first be applied to pay all expenses incurred by Broker in attempting to sell the Vessel (including, but not limited to surveys and haul out fees) and the remainder shall be divided equally between Broker and Owner, provided that Broker's share shall not exceed the commission set forth in this Agreements.
13. Should Owner determine that it is advantageous to donate the Vessel to a tax-exempt organization during the term of this Agreement or within six (6) months thereafter, Owner shall not be obligated to pay Broker a brokerage commission. Owner agrees, however, that a donation made during the term of this Agreement will be handled by Broker, who agrees to handle the donation without charge to the Owner, although a finder's fee may be paid by the tax-exempt organization.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBERS- HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

LIEN/PAY-OFF: \_\_\_\_\_

LISTING AGENT: \_\_\_\_\_