



401 East Shore Road  
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 EastShoreMarineNY.com

# Listing Agreement

## East Shore Marine Sales Inc.

I herewith list my boat, Size: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Name: \_\_\_\_\_  
 Year: \_\_\_\_\_, for sale with East Shore Marine Sales as my agent. You are hereby authorized to show, board, demonstrate, advertise, and sell the above named vessel for a minimum period of \_\_\_\_\_ months, after which this agreement may be canceled by either party by written notice to be effective ten days after receipt.

**Option 1)**  I agree to pay a commission of 10% of the gross sale price. Vessel to be listed at a gross sale price of: \$ \_\_\_\_\_ All liens or encumbrances will be satisfied prior to or at the sale closing.

**Option 2)**  I will allow the broker to sell the boat on a "net price to owner" basis. The "net price to owner" shall not be less than: \$ \_\_\_\_\_, less any liens or encumbrances against the vessel.

**Owner represents and warrants that the following constitute all liens and encumbrances against the Vessel:**

Net-due: \_\_\_\_\_ Lien-holder: \_\_\_\_\_ Account Info: \_\_\_\_\_

- In the event of non-payment by the Seller of any commission due by this agreement, the Seller shall be liable to East Shore Marine Sales for any attorney's fees or collection costs associated with collecting said commission.
- It is understood and agreed that East Shore Marine Sales has exclusive sales rights for the above named vessel. I herewith agree to notify and refer all parties over to East Shore Marine Sales immediately upon any offer or contact with individual or brokerage firm.
- In the case of a sale or exchange made within one hundred-twenty (120) days after the termination of this listing agreement to parties with whom East Shore Marine Sales negotiated, or showed the above named vessel to, during the life of the agreement. I agree to pay East Shore Marine Sales a full commission of ten percent (10%) of the gross sale price. In case a deposit is forfeited, one half shall be deemed payable to East Shore Marine Sales and one half shall be payable to the Seller.
- It is understood and agreed that East Shore Marine Sales will exert its best effort in the promotion of the sale of the subject vessel. Seller agrees that the statements and representations contained herein are a part of this listing agreement.
- It is understood and agreed that the Seller will be responsible for maintaining hull and liability insurance coverage on the vessel during the term of this agreement.
- It is also understood that all details submitted on the separate vessel information sheet are true. Any discrepancies that may affect a completed sale will make the Seller responsible to the Broker any commissions that may be due.
- This Agreement contains the entire agreement and represents all prior agreements and understanding, oral or written, between the parties.

**All brokered boats will incur a storage fee if the vessel is stored on East Shore Marine property**

Seller(s) \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

Primary Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Seller's Signature(s) \_\_\_\_\_

East Shore Marine Sales Rep \_\_\_\_\_

Boat Location \_\_\_\_\_

License  Title