



Brokerage Guidelines

- Boat must be in clean and in ready to sell condition. We recommend that the boat be waxed, detailed and all personal gear removed that will not be sold with the boat.
- Any boat that is going to be put up for brokerage at The Ski Dock will require a mechanical and systems inspection. This inspection adds value, eliminates questions about a boat's sea worthiness, and help get fair market value for the boat. The rate for an inspection is: \$250 per motor
- Brokerage Fee: 10% of the selling price (minimum fee = \$1,200)
- After Nov 1st or the first predicted freeze, all boats on our premises will be winterized. Boat owner will be responsible for winterization charges.
- If the unit is to be stored on a trailer belonging to The Ski Dock, then owner hereby agrees to pay a trailer usage fee of \$100 per month until the unit is sold or the agreement has been terminated.
- Proof of ownership is required. A copy of titles, registration or documentation must be provided to us prior to the boat being listed. If there is a loan against the boat, we will need to know the lienholder and the approximate payoff.
- Insurance must be kept on the boat while it is for sale with The Ski Dock

Selling Your Boat

- Boats are displayed at the dealership and readily accessible to buyers.
- Trained sales professionals show and sell your boat.
- Every brokered boat is advertised on our website and other internet websites.
- Trained sales professionals accompany prospective buyers on sea trials.
- The Ski Dock will help in obtaining financing for prospective buyers.
- Availability of Extended Service Agreements from The Ski Dock to enhance the value of your boat.

512.918.BOAT

12234 Highway 620 North / Austin, TX 78750



BROKERAGE AGREEMENT

This Brokerage Agreement (the "Agreement") is made and entered by and between _____ and
(the "Owner") and **THE SKI DOCK** (the "Agent").

1. The Ski Dock, and/or its representative is authorized to act on behalf of the Owner for the purpose of selling the following product:

Year:	Trailer Make:	
Make:	Trailer VIN:	
Model:	Trailer Plate:	Exp:
Hull VIN#:		
Motor Model:		
Motor #:		
TX #:	Exp:	

2. Owner hereby grants Agent and/or his representative the authority to board his product at any time while this Agreement is in effect for the purpose of inspecting, showing and demonstrating the product to potential clients who may have an interest in the purchase of the same.
3. Owner agrees to keep full insurance coverage on his product while in Agent's custody and until this Agreement is terminated or until Owner's product is sold by Agent.
4. Owner agrees to hold Agent and its representatives harmless from any loss, damage or injury to person or property in connection with the product while in Agent's custody. The loss or damage referred to herein is intended to include, but is not limited to theft, fire, natural disaster, act of God, act of War or vandalism.
5. Owner agrees that any and all gear, accessories and equipment in the product at the time of this Agreement are to be included with the sale.
6. Owner certifies that they are the legal owners of the above property and that all titles and registrations are in their names only.
7. Owner may terminate this Agreement with 30 day written notice prior to the product being sold or before a "firm offer of purchase" is received by Agent. Any outstanding fees will be due and payable at that time. If this contract is terminated by the Owner after the product is sold or a "firm offer of purchase" has been received by the Agent then all outstanding fees including those outlined in Article 9 will be due and payable. The Ski Dock may terminate this Agreement at any time.
8. In the event the vessel is sold or exchanged while this Agreement is in effect or within six months after the termination of the Agreement to a previously registered prospective buyer of the Agent, then Owner agrees to pay Agent the full commission as outlined in Article 9. In consideration thereof, Agent will provide Owner with a list of registered prospects whom have shown interest in the product.
9. If Owner's product is sold or should the Agent have a "firm offer of purchase", Owner agrees to pay Agent the greater of either TEN percent (10%) of the selling price or twelve hundred dollars (\$1,200.00) as a commission for selling the product or producing a "firm offer of purchase". For the purpose of this Agreement, a "firm offer of purchase" is defined as the Agent having in its custody a written agreement for the purchase of the Owner's product from a Buyer accompanied by a cash payment, check or other negotiable paper in the amount of not less than _____. (Lowest acceptable selling price)
10. Owner and Agent agree that the product will be marketed for _____ (Asking price).
11. Owner hereby agrees to a Mechanical and Systems Inspection before the boat is to be listed for sale to insure that his product is in reasonable operating condition and sea worthy. The fee for this Mechanical and Systems Inspection will be

\$250.00 per motor. In the event that the inspection indicates that a major defect and/or problem exists that would affect the sale of the product, Owner agrees in addition to the Mechanical and System Inspection fee, to either (1) pay the Agent to make the necessary repairs, or (2) remove the product from the Agent's custody and this Agreement will be terminated.

12. Owner hereby agrees that all sales proceeds shall be paid to Agent as "Trustee for Owner" and that Agent's commission shall be paid therefrom. In the case of a sale involving bank financing, the Owner agrees to release all title and paperwork to Agent's custody in order for the Agent to process the necessary paper work needed to give the purchaser's bank an effective lien on the product.
13. If the unit is to be stored on a trailer belonging to The Ski Dock, then owner hereby agrees to pay a trailer usage fee of \$100 per month until the unit is sold or this agreement has been terminated.
14. After November 1st or the first predicted freeze, all brokerage boats on our premises will be winterized. Boat owner will be responsible for winterization charges.
15. This Agreement is performable in Williamson County, Texas.
16. Should any party to this Agreement be required to engage in the service of an attorney to enforce the terms and provision hereof, the non-prevailing party agrees to indemnify and hold the prevailing party or parties harmless from all costs including court costs, filing fees, and attorney's fees resulting therefrom.

Signed and Executed this ____ day of _____, 20 ____.

The Ski Dock
By _____

X

(Owner)

X

(Owner)

Owner's Information

Driver's License # _____
Address _____
City, ST, Zip: _____
Home Phone: _____
Work Phone: _____
Other Phone: _____
E-Mail Address: _____

Lienholder Information

Bank Name: _____
Appx Payoff: _____

Notes about unit being sold: