

# Five Star Boat Center

## Consignment Services

### WHAT FIVE STAR BOAT CENTER DOES TO SELL YOUR BOAT:

- Boat displayed on our sales lot with RT 12 Exposure
- Sales team members to promote and sell, who are extremely well trained in boat selling skills
- Advertise local and long distance
- Provide financing options for buyers
- Secure titles and payoffs to protect buyers and seller
- Provide licensing and titling services
- Provide boat service inspections for buyers and seller
- Provide demonstration rides
- Listing on Five Star Boat Centers web site
- Best on-the-water sales facility
- After-market extended warranties available
- We keep the boat covered and clean for showings
- Optional clear shrink wrap for selling during off season
- Set up showings with potential customers
- Typically available after hours for texts and e mails

# Five Star Boat Center

## Consignment Check List

- Copy of Driver's License
- Proof of insurance
- Copy of Boat & Trailer Title
- Copy of Boat Registration
- Mechanical inspection
- Storage arrangements
- Cleaning arrangements
- NADA appraisal
- Pictures of boat
- Signed and dated agreement
- Owners packet
- Option list / items included with boat
- All fees paid
- Lien holder / authorization for payoff
- Power of Attorney
- Release of interest - boat
- Release of interest - trailer

## CONSIGNMENT AGREEMENT

This Listing Agreement (this "Agreement") defines the terms and conditions whereby Five Star Boat Center (hereafter "Dealer"), agrees to manage the sale of the vessel and trailer described below on behalf of the undersigned owner/agent (hereafter "Owner").

1. Owner hereby appoints Dealer, as Owner's exclusive agent for the purposes of offering the vessel described below (hereafter the "Vessel") for sale and managing the sale of the Vessel together with any trailer, all gear, machinery, furnishings and other articles belonging to the Vessel, whether or not now on board. The Vessel shall be sold for the asking price listed below, or any other gross selling price (hereafter the "Gross Selling Price") as determined by the Owner, in the Owner's sole discretion.
2. Owner agrees to provide; photographs, drawings and other detailed information to the Dealer; to provide convenient and reasonable access to the Vessel so that sales persons and other dealers may show the Vessel when Owner and Owner's guests are not aboard; to keep Dealer 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 Dealer; to provide Vessel registration and proof of ownership at time of sale; and to execute the customary purchase agreement in the event Dealer finds a buyer for the Vessel.
3. The term of this Agreement is four (4) months, and thereafter on a month to month basis, until the Vessel is sold, unless terminated by either party giving thirty (30) days written notice.
4. Dealer agrees to prepare a complete and descriptive listing report and/or brochure for distribution to prospective buyers and other dealers who may represent potential buyers, to answer any and all inquiries, and to present, without exception, all offers to Owner for serious consideration. Owner agrees that Dealer is providing a valuable service in the distribution of information and the marketing of Owner's vessel. Therefore, Dealer is authorized and directed to distribute information describing the Vessel by any and all reasonable means including, but not limited to, advertising and distribution on a regular and continuous basis through electronic listing services of which the Dealer is a member.
5. Owner authorizes Dealer and Dealer's agents and employees to board and demonstrate the Vessel to prospective buyers.
6. Owner acknowledges that payoff if any will be made directly to the lender holding the title for the boat and trailer.
7. Owner warrants that the description and representation of said Vessel appearing in the specification sheet are true and accurate. Owner agrees to hold Dealer and Dealer's agents and employees, harmless from damages arising from any alleged misrepresentation of fact made to a prospective buyer, so long as the alleged misrepresentation conforms to the data furnished by Owner. Owner further warrants and represents that the Vessel and equipment conforms to all U.S. Coast Guard rules and regulations. Owner, prior to listing, will be required to have Vessel inspected by Five Star Boat Center for a fee of \$290 for single engine and \$500 for twin engine boats. Boats over 30' in length require to have a current survey on file.
8. Owner agrees to pay Dealer a commission of fifteen percent (15%) of the Gross Selling Price or \$3,000 (whichever is greater), if a buyer is procured whether by Dealer, Owner, or other dealers or anyone else who is ready and willing to buy, trade, or 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.
9. Owner shall pay commission specified in paragraphs eight (8) and twenty (20) should Owner, or anyone else, within three (3) months after the date of termination of this Agreement, sell or transfer the Vessel, by trade or otherwise, to a buyer to whom listing information has been provided by Dealer during the term of this Agreement.
10. If a cooperative brokerage situation occurs, whereby the listing Dealer is not the selling dealer, the Owner agrees to pay the listing Dealer and the selling dealer a total commission of fifteen percent (15%), or \$3,000 (whichever is greater).

11. It is specifically understood and agreed that Dealer 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 Dealer's premises, Dealer is not responsible for damages, loss or theft of any kind to the Vessel or her gear or equipment. Owner shall carry all necessary or desirable insurance and, upon request, shall provide Dealer with a copy of any insurance policy. Unless otherwise agreed to in writing, Owner shall be solely responsible for all applicable storage and marina handling charges. Owner shall provide copies of titles and registration for Vessel and trailer.

12. This Agreement shall be construed in accordance with the laws of the State of Illinois. Any legal action relating to this Agreement shall be brought in the Lake County District Court, for the State of Illinois.

13. 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 cost of collection.

14. Owner acknowledges having read and understood the terms of this Agreement.

15. 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 the 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 Dealer in attempting to sell the Vessel (including but not limited to appraisals, surveys and haul-out fees) and the remainder shall be divided equally between Dealer and Owner, provided that Dealer's share shall not exceed the commission set forth in this Agreement.

16. This Agreement constitutes the entire agreement between the parties, and any other representations, warranties, guarantee of sale or other premises of any kind are superseded by this Agreement.

17. This Agreement shall inure to the benefit of and shall be binding upon the parties' heirs, executors, successors and assigns.

18. Seller's funds will be distributed 7 to 14 business days after final payment is received.

19. A \$290 for single engine and a \$500 for twin engine Mechanical inspection fee is due at the time of consignment.

20. If this is a Net listing disregard item 8. Net list Amount \$ \_\_\_\_\_

21. Normal winterizing, and boat storage charges apply.

22. Batteries are automatically replaced if older than 2 seasons at time of sale at sellers expense.

Customer Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E Mail: \_\_\_\_\_

Boat Make \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Hull id: \_\_\_\_\_

Engine(s) Make \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Serial # \_\_\_\_\_

Trailer Make \_\_\_\_\_ Model: \_\_\_\_\_

Serial # \_\_\_\_\_

Boat Owner(s) Printed Name \_\_\_\_\_

Boat Owner(s) Signature \_\_\_\_\_

Dealer Signature \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_