

TOP SHELF MARINE SALES, INC.

(dba Buyaboat.net)

LISTING CONTRACT

451Lee's Ford Dock Road

Nancy, KY 42544

606-636-6427

606-636-5816 fax

www.buyaboat.net

I, _____, Seller, hereby grant Top Shelf Marine Sales, Inc., Broker, exclusive
Seller(s) Name (Printed)

brokerage rights to promote and sell _____
Vessel Name and Hull #

_____.
Vessel Description (Make, Year, Size)
This contract's term is to begin on the _____ day of _____, 20____, and continue until the earlier of (1) the sale of such vessel or (2) the day that is ninety (90) days after Seller or Broker first gives the other party written notice of termination of this contract. The Broker is authorized full access to the vessel for purposes of showing the vessel and to advertise the vessel and do such other acts as Broker reasonably deems appropriate to bring about a sale. Broker will use commercially reasonable efforts to bring about a sale, but results are not guaranteed. Seller represents that Seller is the owner of the vessel and authorized to enter this binding contract.

It is agreed that upon the close of the sale the Seller will pay Broker (out of the gross sale proceeds) the appropriate commission based on the following commission schedule: Up to \$25,000-10% of the selling price, from \$25,000 to \$50,000 is a \$2,500.00 flat rate, \$50,000.00 to \$175,000.00 is 5% of the selling price. 175,000.00 to 300,000.00 is a flat 9,000.00 and 300,000.00 and over is 3.5% These rates only apply as exclusive listings and payment will be in full and made payable to **Top Shelf Marine Sales, Inc.** In the event of a sale by Seller (without Broker's efforts) directly to any person listed on Addendum A as a pre-existing contact of Seller, the commission rate will be waived and replaced with a rate/amount of **\$100.00**. The \$100.00 fee is to offset the costs of listing and promotion incurred by Broker, and is payable upon the time of listing the vessel. If the vessel is sold to any person not listed on Addendum A or sold using Broker's efforts to a person listed on Addendum A, the full commission rate will apply. This is an exclusive listing agreement and the vessel cannot be listed with another broker, agent or other person, including on a houseboat manufacturer website, during the term of this contract.

Sales deposits accepted by the Broker are deemed non-refundable and in the event of forfeiture by the issuer shall become the property of the Seller less 15%. The 15% deducted from forfeited deposits become the property of Broker to cover administrative costs.

In the event of a sale within ninety (90) days of the notice of termination permitted above, the full and entire commission rate will apply.

Vessel Price: \$ _____ See attached Addendum A
Asking Price

Vessel price must be the same in all advertisements. _____ There is no Addendum A

Seller(s) Signature _____ Date: _____

Home Phone Number _____
Address _____

Work Phone Number _____

Cell Phone Number _____

Email Address _____

Boat Location _____

ADDENDUM A

**TOP SHELF MARINE SALES, INC.
LISTING CONTRACT**

Pre-Existing Seller Contacts

Vessel Description (Year and Size): _____

<u>Name</u>	<u>Address</u>	<u>Relationship with Seller</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

To be effective, this Addendum A must be signed by an authorized representative of Top Shelf Marine Sales, Inc.

Seller(s) Signature: _____ Date: _____

Acknowledged by Broker:

Top Shelf Marine Sales, Inc.

By: _____ Date: _____

Title: _____