

## MARINE LISTING AGREEMENT

VENDOR(S)			
Vendor name	Date of birth	Driver Lic.#	
Vendor name	Date of birth	Driver Lic.#	
Address	Postal code		
Home phone	Bus. phone	Cell phone	Email
Is the Vendor required to collect GST / HST on the sale of the Boat (Yes / No)			Vendor GST / HST #

BROKER			
Broker <b>Pfaff Motors Inc. operating as Pfaff Leasing</b>	GST# <b>R102368115</b>		
Address <b>101 Auto Park Circle, Woodbridge, ON</b>	Postal code <b>L4L 8R1</b>		

BOAT DESCRIPTION			
Boat make	Year	Model / Size	HIN #
Engine make	Model	Port #	Name
Engine make	Model	Stbd #	Licence #
Equipment and accessories included:			

LISTING TERMS		
Listing Price \$	Listing Fee \$	Commission %
Listing date	Expiry date	Minimum Commission \$

INSURANCE & LIENS		
Insurance Company	Policy #	
Broker	Contact	Phone
Name of Lienholder	Loan #	
Lien Amount \$	Contact	Phone

STORAGE	
Boat to be stored with Broker - Yes / No	<input type="checkbox"/> No - Then paragraph 12 not applicable <input type="checkbox"/> Yes - Terms and conditions of storage, if any, are attached hereto as Schedule _____ for greater clarity, see paragraph 12.
On land or in water	
Monthly Rate \$	Storage start date

### ADDITIONAL TERMS AND CONDITIONS

- 1. EXCLUSIVE LISTING** I/we the Vendor(s) hereby grant the Broker the sole and exclusive authority, irrevocable until the expiration hereof, to list and to market my/our Boat and to introduce prospective purchasers to me/us for the purpose of selling or exchanging my/our Boat at the Listing prices as defined herein and upon the terms set out in this agreement or such other price or terms to which I/we may agree in writing. You the Broker are authorized to advertise, show, demonstrate, permit a survey to be conducted upon or perform any other reasonable act in respect of the Boat to effect a sale. Any fees, expenses or disbursements incurred by the Broker are the responsibility of the Broker unless prior written authorization is received from the Vendor.
- 2. NO AGENCY** I/we the Vendor(s) understand and agree that the Broker is not my/our agent for any purpose and, for greater certainty, that the Broker has no authority to sell the Boat on my/our behalf or to bind me/us to such sale.
- 3. DEPOSITS IN TRUST** I/we the Vendor(s) agree that the Broker may receive funds from a purchaser as a deposit on the sale price of the Boat provided that the Broker holds such deposit as trustee for all parties and not as agent for any party. In the event that any such deposit is forfeited to the Broker or to me/us, the Broker shall be entitled to retain from such deposit or amount the Broker's fee and any other amounts owing to the Broker, provided that such fee shall not exceed one-half of the amount forfeited.
- 4. FEES AND COMMISSION** I/we the Vendor(s) agree to pay the Broker a Listing fee in the amount and at the rates as defined herein. I/we the Vendor(s) further agree to pay the Broker a commission in the amounts and at the rates as defined herein, received from any source of any sale or exchange:
  - (A) During the currency of the agreement; or
  - (B) within one hundred and twenty (120) days following the expiration of this agreement (Holdover Period), if the Boat is sold to any person who has been referred to or shown this Boat by the Broker during the currency of this agreement.
 Goods and Service Tax / Harmonized Sales Tax shall be payable to the Vendor(s), as applicable, on the Listing Fee and Commission.
- 5. MINIMUM COMMISSION** I/we the Vendor(s) agree that the Broker reserves the right to stipulate a Minimum Commission in an amount as defined herein, and that upon sale, such amount shall be payable to the Broker regardless of the selling price of the Boat.
- 6. INSURANCE** I/we the Vendor(s) agree to maintain adequate insurance coverage on the Boat and agree that the Broker will not be liable for any loss or damage to the Boat while in the Broker's possession for the purpose of this Agreement except only for loss or damage caused by the Broker's gross negligence or fraud.
- 7. SPECIFICATIONS** I/we the Vendor(s) agree to assist the Broker in preparing a specification sheet describing the Boat, its accessories and equipment and to review such description to ensure it's accuracy. Unless otherwise noted, I/we the Vendor(s) hereby warrant that to the best of my/our knowledge, the equipment and accessories described in the specification sheet are in the good working order.
- 8. INDEMNIFICATION OF BROKER** I/we warrant that the description of the Boat and the representations relating to the Boat, as set out above, are accurate, and in consideration of the completion of the Listing Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), I/we agree to hold the Broker harmless and indemnify the Broker from and against all loss, debts, liabilities, damages, proceedings, causes of action, costs and expense arising from any inaccuracies contained in the above description and/or representations.

**THE TERMS AND CONDITIONS ON THE REVERSE SIDE FORM A PART OF THIS AGREEMENT.**

I/we have read and clearly understand this agreement and confirm that I/we have the authority to offer this Boat for sale. I/we acknowledge this date having received a copy of this agreement. This agreement shall expire at one minute before midnight on expiry date as defined herein.

Date at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED** in the presence of:

Witness \_\_\_\_\_ Vendor (s) \_\_\_\_\_

Witness \_\_\_\_\_ Broker \_\_\_\_\_

- 9. DIRECTION OF FUNDS** Upon completion of any sale, I/we the vendor(s) hereby authorize and direct the Broker to deduct and withhold from the Deposit monies, his Listing fee, commission and any other amounts owing to the Broker.
- 10. MAINTENANCE** The Broker shall have no obligation for keeping or maintaining the Boat. All maintenance charges, which have been authorized in writing, including but not limited to cleaning, launch, lifting, winterization, summerization and/or other labour charges reasonably incurred with respect to the Boat while in the Broker's possession are to be paid by the Vendor(s).
- 11. LEASED SPACE** If the Boat is located in a Marina where the Broker does not own the Marina, the Vendor(s) shall be responsible for all arrangements with the Marina including slip rental, storage and any required maintenance. I/we the Vendor(s) agree to pay all amounts charged by the Marina in this respect. I/we understand that the Broker shall not be obligated to make any arrangements or to pay any charges on my/our behalf. I/we acknowledge that I/we may be required to sign storage and service agreements with the Marina and that the Broker shall not complete any such agreement(s) on my/our behalf.
- 12. STORAGE** If the Boat is located on the Broker's property, the Boat shall be stored and/or displayed by the Broker as the Broker, in his/her sole discretion, deems advisable. The space which Boat occupies while in storage and/or on display shall be merely licensed pursuant to the Storage Agreement attached hereto as Schedule \_\_\_\_\_ to and in favour of the Vendor(s) to facilitate the sale of the Boat. The Broker does not assume any duty to care for the Boat or prevent theft, loss or damage thereto.
- 13. OFFSITE ACCESS** If the Boat is not in the Broker's possession. I/we agree to comply with all reasonable requests from the Broker to show the Boat and further agree that the Broker may board and show the Boat to prospective purchasers and place a sign aboard the boat indicating that the Boat is for sale.
- 14. OFFER TO VENDOR(S)** All offers submitted to me/us shall be brought to the Broker's attention before acceptance and/or rejection and shall be administered under this agreement. Prior to the expiry of this listing, I/we agree to direct all inquiries concerning the Boat to the Broker and agree that the Broker shall be allowed to show prospective purchasers the Boat at the Broker's convenience and shall be allowed to place a "FOR SALE" sign on the boat or otherwise advertise the Boat for sale. If the Vendor(s) fails to advise the Broker of any offers which came to the Vendor(s) attention during the currency of this agreement and the Vendor(s) arranges a valid sale or exchange during the currency of the agreement or within the Holdover Period after expiration of this agreement, the Vendor(s) agrees to pay the Broker the amount of commission set out above, payable within five (5) days following the Broker's written demand.
- 15. CLAIM FOR LIEN** The Vendor(s) acknowledges that the Broker shall have a lien against the Boat, its equipment and accessories for all unpaid sums due to the Broker under this agreement. Where the Boat is in the possession of the Broker, the Broker shall be entitled to liens pursuant to the Repair and Storage Liens Act, R.S.O. 1990, c. R-25, as amended, and any successor statute. The Broker shall be entitled to retain possession of the Boat, its equipment and accessories until payment is received by the Broker of all sums owing by Vendor(s) or until the Boat, its equipment and accessories are disposed of in accordance with the Repair and Storage Lien Act.
- 16. ENTIRE AGREEMENT** This agreement shall constitute the entire agreement between the parties and there is no representation, warranty, condition or collateral agreement affecting this agreement other than as expressed herein. This agreement may be amended only in writing upon written consent of the Vendor and Broker.
- 17. SUCCESSORS** This agreement shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.
- 18. SEVERABILITY** Vendor agrees that all provisions to this agreement are severable. If any provision is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.
- 19. JURISDICTION** This agreement shall be read with all changes of gender and number required by the context. This agreement and the affairs of the parties shall be governed by the laws of the Province of Ontario and the venue for any legal dispute shall be jurisdiction in which Broker is located.