

ST KILDA BOAT SALES

AND SERVICE CENTRE

Engagement No: _____

Date: / /

Engagement Of Agent (Consignment/ Brokerage Sale)

("The Agent") St Kilda Boat Sales Pty Ltd - St Kilda Marina, Marine Parade Elwood Vic 3184 and
Wyndham Harbour, Quay Boulevard Werribee South Vic 3030
ACN 101 594 932 Licensed Second-Hand Dealer & Pawnbroker No: 9608

("The Owner")

Address: State: Post Code:

Phone: Drivers Licence No: Expiry:

The Owner desires to engage The Agent to sell the vessel during the agency period on the terms & conditions described within this engagement document.

Vessel: Reg: Vessel Name:
Year: HIN:
Powered By:

Trailer: (if applicable) Reg:
Year: VIN:

Including: All fixtures, fittings, options and accessories as currently displayed on the vessel. The Owner will remove all personal effects, which are not included with the sale.

Minimum Acceptable Purchase Price Range ("the Minimum Acceptable Purchase Price Range") Between \$ (Lowest) AND \$ (Highest) inclusive of GST

Commission Payable/Fee For Service: Per Clause No: **6A - 6B - 6C** (strike out whichever is not applicable)
The Agency Period shall expire: Until the vessel is SOLD to The Owners satisfaction
(Inclusive and including any express or implied extension to this period.)

Type Of Agency: Sole and Exclusive **or** Non Exclusive, the listing to be shared with:

Special Conditions:

Encumbrances' or Liens:

Nil Finance to be sold with clear title **OR** under Finance/Liens with: _____

Please Note: A Statutory declaration is also required outlining clear title/any other interests to the vessel.

I have read, understood and agree to be bound by the terms and conditions of this Engagement Of Agent (Consignment Sale) document. I agree to proceed as indicated.

***Engagement of Agency, Accepted by The Owner:**

X _____ Date: / /

*If not signed by the Owner, sign and print name of the Agent authorised to sign this agreement on behalf of the Owner

Engagement of Agency, Accepted by The Agent:

X _____ Date: / /

TERMS AND CONDITIONS OF AGENCY RELATIONSHIP

In consideration of St Kilda Boat Sales Pty Ltd ACN 101 594 932 (The "Agent") using its best endeavours to sell the subject vessel, the Owner hereby grants to the Agent an agency for the vessel upon the following terms and conditions: -

1. The Owner agrees to insure the vessel and to keep the vessel insured at all times for all risks and further agrees to indemnify and keep indemnified the Agent from all losses incurred by the Agent or claims made against the Agent in relation to the vessel or the Agent's use of the vessel in any way arising from or connected from this agreement.
2. The Owner grants the Agent authority to inspect and sea trial the vessel and otherwise to deal with or use the vessel as the Agent requires in order to sell the vessel.
3. The Owner warrants that the vessel is the Owner's vessel and that the Owner has the right and title to sell the vessel and that otherwise no impediment exists for the sale of the vessel.
4. The Owner agrees to supply a Statutory Declaration (see below) acknowledging that the vessel is unencumbered or stipulating any lien, encumbrance, or other parties that hold an interest in the vessels' ownership. (If a company) authorisation for the sale of an asset.
5. The Owner acknowledges that the vessel includes all fittings, fixtures and trailer (if applicable), unless noted on the face hereof.
6. **(a)** The Agent is hereby authorised to sell the vessel for a purchase price, which ensures that the Owner receives an amount within the Minimum Acceptable Purchase Price Range as the Owners gross proceeds from the sale. This amount will be exclusive of any GST applicable. The Agent is hereby authorised to retain and is entitled to the difference between the actual purchase price and the (Lowest) Minimum Acceptable Purchase Price Range as the Agents commission/fee for service on the sale. Regardless of the actual sell price, the minimum commission payable by the Owner under the terms of this Engagement is, Two Thousand Dollars (A\$2,000) exclusive of any GST.

OR *(Delete and Initial which payment method is not applicable)*

(b) **i> Percentage Calculation** _____ **Percent** of the actual purchase price within the Minimum Acceptable Purchase Price Range. The net figure, after the deduction of the agent's fee will be exclusive of any GST, which may be applicable to the Owner. Regardless of the actual sell price, the minimum commission payable by the Owner under the terms of this Engagement is, Two Thousand Dollars (A\$2,000) exclusive of any GST.

OR *(Delete and Initial which payment method is not applicable)*

(c) **ii> Agreed fixed amount** _____ **Dollars** of the actual purchase price within the Minimum Acceptable Purchase Price Range. The net figure, after the deduction of the agent's fee will be exclusive of any GST, which may be applicable to the Owner. Regardless of the actual sell price, the minimum commission payable by the Owner under the terms of this Engagement is, Two Thousand Dollars (A\$2,000) exclusive of any GST.

7. The Agent will be entitled to a commission as agreed upon pursuant to this Agreement: -
 - (a) If during the agency period, the vessel is sold by the Agent, by any other Agent or by the Owner.
 - (b) If during a period of ninety (90) days after termination of this agreement the vessel is sold to a purchaser who is introduced to the vessel during the period of agency whether by virtue of a direct introduction to the vessel by the Agent or not.
8. The Agent is hereby authorised to pay any moneys owing to any other persons in relation to the vessel directly to such person from the proceeds of the sale particularly any moneys owing to persons holding encumbrances or liens notified on the face hereof.
9. All marketing and advertising fees or charges relating to the agreed sales campaign for this vessel are to be paid by the Agent as part of the agreement to sell. However, should the Owner elect to withdraw the vessel and/or Trailer from sale prior to the expiration of the Agency Period, the Owner agrees to pay the Agent the sum of \$220 per calendar month exclusive of any gst, from the date of this agreement as reimbursement of marketing and advertising costs already undertaken and for future bookings made.
10. To enhance the saleability of the Vessel and/or Trailer, the Owner agrees to pay an additional one-time fee of \$220.00 exclusive of any gst, for the creation of a sales video of the vessel to be streamed over the internet from www.stkildaboatsales.com.au and www.youtube.com for the duration of the sales campaign. This amount must be paid upon production completion within seven (7) day from receipt of Tax Invoice or will be deducted from sales proceeds at settlement, if not otherwise paid. *(Delete and Initial if not required)*
11. The Owner agrees that any moneys to be paid by any purchaser for the vessel during the term of this agency are to be paid to the agent and held by the agent pending the completion of any agreement with the purchaser and from such moneys the Agent is entitled to deduct any commission and/or any other payments that are to be paid Pursuant to this agreement, after which the Owner will be paid upon clearance of the purchaser's funds.
12. This Agency shall continue after expiration of the agency period until fourteen (14) days after receipt by the Agent of written notice from the Owner stating that the agreement is to be terminated.
13. In the event that this agreement is entered into by an agent of the Owner that agent warrants that the authority of the Owner is granted to the Agent to enter into this agreement on behalf of the Owner and that the Agent has the Owner's authority to bind the Owner to the terms and conditions as contained in this agreement. In this regard the agent of the Owner will provide St Kilda Boat Sales, any documentation that St Kilda Boat Sales may reasonably require to be satisfied of the agent's appointment by the Owner.
14. The Owner releases and indemnifies the Agent, its servants and agents against (including the cost of defending or settling any action, claim or demand) which may be instituted against the Agent arising out of breach of this agreement by the Owner and/or as a result of defects or deficiencies in the goods supplied to the customer by the Agent on behalf of the Owner under this agreement.
15. Without limiting the provisions of Clause 12, the owner acknowledges and undertakes that it will meet all the costs of all actions, claims and demands of the purchaser as a result of defects or deficiencies in the goods provided to the purchaser.

I have read, understood and agree to be bound by the above terms and conditions of this Engagement Of Agent (Consignment Sale) document. I agree to proceed as indicated.

***Engagement of Agency, Accepted by The Owner:**

X _____ **Date:** / /

*If not signed by the Owner, sign and print name of the Agent authorised to sign this agreement on behalf of the Owner

Engagement of Agency, Accepted by The Agent:

X _____ **Date:** / /