

# Mitchell's Boat Consignment

Let Us Take The Hassle Out Of Selling Your Boat

Mitchell's Boat Consignment, hereafter referred to as consigner, and the undersigned Owner of the (Boat, Motor, trailer), specified below, hereby agree as follows:

1. The Owner hereby grants consigner the exclusive right to sell said vessel during the term of this agreement. Term start date:\_\_\_\_\_.
2. If Owner decides unilaterally to terminate this agreement before the end of agreed upon term, Owner agrees to provide a 30 day written notice prior to picking up vessel.
3. For the services of the consigner, his agents and employees in selling said vessel, payment to consigner shall be a sum equal to 10% of selling price or minimum \$1000.00, whichever is greater plus a \$100 processing fee. Or an agreed upon minimum to Owner of \$\_\_\_\_\_. A \$500 storage fee will be imposed on the vessel if not picked up by owner on or before September 30<sup>th</sup>.
4. The consigner, In consideration of this listing agreement, agrees to use best efforts to sell said (Boat, Motor, Trailer).
5. The Owner warrants that the description and the representation of said vessel appearing below and on the data sheet is true and accurate and agrees to save consigner, his agents and employees harmless from damages arising from any alleged misrepresentation of fact made to the prospective purchaser so long as the alleged misrepresentation conforms to the data furnished by the owner, Owner further warrants and represents that said (Boat, Motor, Trailer) and it's equipment conforms to current Coast Guard rules and regulations.
6. Owner understands that consigner is not under any obligation for the repair and maintenance of said (Boat, Motor, Trailer). If any repairs and or maintenance is need it will be charged directly to the owner.
7. Owner authorizes consigner, his agents and employees, to demonstrate said (Boat, Motor, Trailer) to prospective purchasers at any time without consent from owner.
8. If during or within three months after the term of this agreement, Owner sells said (Boat, Motor, Trailer) to any purchaser contacted as a prospect by consigner, the full amount is due to consigner as stipulated in paragraph 3.
9. Owner agrees that the consigner shall not be liable to Owner for (Boat, motor, Trailer) and or any equipment aboard during the duration of this agreement. Owner agrees to keep in force his marine insurance covering said (Boat, Motor, Trailer) during the term of this agreement.
10. The Owner will be responsible for all legal documentation pertaining to the sale of the (Boat, Motor, Trailer).

Date: \_\_\_\_\_  
Owner's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Vessel Brand: \_\_\_\_\_ Model: \_\_\_\_\_  
Vessel ID# \_\_\_\_\_ Vessel Name: \_\_\_\_\_  
Vessel Length: \_\_\_\_\_  
Motor Model (STBD or Single): \_\_\_\_\_ PORT \_\_\_\_\_  
Motor Serial # (STBD or Single): \_\_\_\_\_ PORT: \_\_\_\_\_  
I/O Model (STBD or Single): \_\_\_\_\_ PORT: \_\_\_\_\_  
I/O Serial # (STBD or Single): \_\_\_\_\_ PORT: \_\_\_\_\_  
Kicker Model: \_\_\_\_\_  
Kicker Serial # \_\_\_\_\_  
Trailer Model: \_\_\_\_\_  
Trailer VIN#: \_\_\_\_\_  
Additional Gear or Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Signature of Mitchell's Boat

Consignment Representative: \_\_\_\_\_