



NORTH SHORE BANK

The Bank of You

BOAT BROKERAGE LISTING AGREEMENT

1. North Shore Bank, FSB, (hereinafter referred to as the “Owner”) hereby appoints _____ (“Broker”), Broker number _____, as the exclusive Broker for the sale of the following described boat (“Boat”):

Boat Year:	Make:	Model:
Length:	Serial No.:	
Engine/Motor Year:	Make and Model:	Engine Type (circle one): OB IN IO Jet
Trailer Year:	Trailer Make and Model:	Trailer Serial No.:

2. The Boat will be offered for sale at a gross selling price of _____. Broker agrees to submit all offers to Owner for consideration. The Owner agrees to sell the Boat to a customer of the Broker, or to a customer of a sub-listed broker, who is ready, willing, and able to purchase the Boat, with cash at closing, at this price, or at any other price and terms acceptable to the Owner.

3. The Broker is hereby authorized to show, board, operate, advertise, and negotiate for the sale of the Boat for a minimum period of ninety days (90), and thereafter this agreement may be cancelled by either party by a written notice sent certified mail, return receipt requested, to the other party, effective thirty (30) days after mailing of notice.

4. The Broker shall advertise the Boat for sale in media reasonably appropriate for this type of Boat, show and provide information related to the Boat to potential buyers and distribute listing information to the brokerage industry. The Broker is authorized to distribute specifications to its clients, potential purchasers and to other brokers qualified to negotiate a sale. The Owner shall supply the Broker, upon the Broker’s request, with all pertinent information in the possession of the Owner regarding the Boat including pictures, and shall notify Broker of any changes of location, price, or specifications of the Boat.

5. Broker shall use its best efforts according to the standard of the industry to procure a buyer for the Boat, and Owners agrees to promptly refer to Broker all inquiries or offers received from other brokers or parties interested in purchasing the Boat during the term of this agreement.

6. Broker’s commission shall be _____ percent (____%) of the gross sales price accepted by the Owner. Minimum commission shall be \$_____ on all sales. Commission shall be due and payable at the closing of the sale of the Boat.

7. Any commission due a sub-broker related to the sale of the Boat shall be paid by Broker. Broker agrees to hold harmless and indemnify Owner from any liabilities, damages or costs, including attorneys' fees, incurred by Owner related to or arising from any claims against Owner by any sub-broker.

8. If the sale of the Boat occurs within three (3) months of the termination of this agreement to any person to whom Broker or any of Broker's employees have shown the Boat prior to the termination of this agreement and if the name of such person and date or dates of such showing are provided to Owner within 10 days after the termination of this Agreement, Owner agrees to pay Broker the commission set forth in this agreement.

9. Owner warrants and represents to Broker and the eventual purchaser that Owner has no actual knowledge of any structural or mechanical defect of material significance in the Boat except:

10. The Owner will keep in force hull and liability insurance coverage for the Boat listed above during the term of this agreement. If Broker has possession of or is storing or providing dock space for the Boat, Broker shall be responsible for the safekeeping of the Boat and shall use reasonable efforts to protect the Boat from theft, vandalism or any other loss or damage.

11. The amount due Owner for the sale of the Boat shall be paid to the Owner at the time of closing.

12. Any dispute, controversy, or claim relating to this agreement, including but not limited to the interpretation thereof, or its breach or existence which cannot be resolved amicably by the Broker and Owner shall be referred to arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in force and shall be held in the city and state of the Owner's principal office unless Owner and Broker mutually select another place. Any award of the arbitral authority shall be final and binding upon the Broker and Owner with respect to all disputes, claims, or controversies encompassed therein and the Broker and Owner shall comply with said award without delay. The arbitral authority shall, in its award, fix and apportion the costs of arbitration and, in its discretion, award reasonable attorneys' fees to the prevailing party. The award of the arbitral authority may be enforced by any court having jurisdiction over the party against which the award has been rendered. The Broker and Owner further understand and agree that arbitration shall be the sole and exclusive forum for resolving any dispute, claim, or controversy relative to this agreement.

13. This agreement shall be governed by Wisconsin law, both as to interpretation and performance.

14. This agreement is binding on Broker and Owner, their heirs, executors, successors, administrators, and assigns.

Dated this _____ day of _____, 20__.

NORTH SHORE BANK, FSB

By: _____

Its: _____

Address:

Fax No.:

BROKER: _____

By: _____

Its: _____

Address:

Fax No.: