

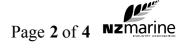
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# Dealers Authority to Sell on Behalf Of:

| <u>Mercury Bay Marine Ltd</u><br>("Dealer") | (name of vessel)           |                                 |
|---|----------------------------|---------------------------------|
| Vessel: (includes accessories &             | equipment as listed below) |                                 |
| Make:                                       | Model:                     | _Year:                          |
| Outboard Motor:                             |                            |                                 |
| Make: Mod                                   | el: HP:                    | Year:                           |
| Serial No.:                                 | _ Electric/Manual Start:   | _ Electric Trim/Tilt:           |
| Trailer:                                    |                            |                                 |
| Make:                                       | Model:                     | _Year:                          |
| Serial No:                                  | _License Plate No.:        |                                 |
| Current Warrant of Fitness:                 | Expiry Date:               |                                 |
| <b>I</b> • •                                |                            |                                 |
| Equipment:                                  | -                          |                                 |
|   | Compass                    |                                 |
| VHF   | СВ                         | Sounders                        |
| Batteries                                   | Fuel Tanks                 | Internal/Removable (Delete one) |
| Anchors                                     | Capstan                    | Fire Ext                        |
| Stove                                       | Dinghy                     | Covers                          |
| Life Jackets                                | Fishing Rod Holders        |                                 |
| Aux. Bracket                                | Ski Pole                   | Oars                            |
| Aux. Motor                                  | HP                         | Serial No                       |
| Other                                       |                            |                                 |
|   |                            |                                 |
|   |                            |                                 |

The information set out above has been supplied by the owner.





### **DEALERS AUTHORITY TO SELL ON BEHALF OF: - TERMS & CONDITIONS**

| Owners Name: |  | Minimum Net to Owner:   |  |
|--------------|--|---|--|
| Ac           | Address:   |   |  |
|              |  | Office Use Only:     Actual Purchase Price:   |  |
| Pr           | Phone (Bus) (Pvt.)   | Deposit Paid:   |  |
| Fa           | ax   |   |  |
| Mo           | Aortgages/Encumbrances/Hire Purchase   |   |  |
| 1.           | . \$ Owing to:   |   |  |
| 2.           | 2. \$ Owing to:  |   |  |
| 3.           | 3. \$ Owing to:  |   |  |
| 1.<br>2.     | <ol> <li>To sell and give delivery of the Vessel;</li> <li>To accept payment of the deposit and the actual purchase prior.</li> <li>In consideration of the Dealer agreeing to advertise the vessel for</li> <li>This authority shall be exclusive and irrevocable until</li> <li>This authority to sell the vessel, following the date in clause 20</li> </ol>  |   |  |
|              | <ul> <li>Dealer shall be required to surrender possession of the vessel to 3) Until the Owner gives notice in accordance with clause 2(2) at the Dealer shall be entitled to possession of the vessel;</li> <li>4) If the Owner revokes this authority within 8 weeks of the date addition to any other expenses due to the Dealer, the Dealer's 5) The Dealer may permit persons authorised by the Dealer, to compare the date of the dat</li></ul> | o the Owner;<br>bove, and has paid any outstanding expenses due to the Dealer,<br>of this authority, the Owner will reimburse to the Dealer, in<br>net advertising expenses incurred; |  |
| 3.           | <ul> <li>(within miles radius of the Dealer's premises)*.</li> <li>1) The Owner agrees that the vessel remains at the risk of the O</li> <li>2) The Owner agrees to insure the Vessel, in the names of the C possession;</li> </ul>  | Owner while in the possession of the Dealer;<br>Owner and the Dealer, while the Vessel is in the Dealers  |  |
| 4.           | <ol> <li>The Owner agrees to indemnify the Dealer against any clain<br/>or the Dealer's servants or agents, by any third party.</li> </ol>   | ns in any way connected with the Vessel brought against the Dealer,   |  |
|              | <ol> <li>Except as noted in "Mortgages/Encumbrances/Hire Purchase<br/>encumbrance, hire purchase, security charge, debt or other ins</li> <li>The Owner has the exclusive right to dispose of the vessel in</li> </ol>   | strument, whether written or oral, encumbering the goods; and accordance with this authority.   |  |
| 5.           |  | are agreed to by the Dealer and the Owner as being necessary for the vessel, and to:  |  |
| 6.           |  | ary to effect the transfer of ownership in the vessel to the purchaser  |  |
| 7.           | of the vessel.   | bove, the purchase price of the vessel actually paid and that figure  |  |
|              | shall be evidence of the consideration paid for the vessel.  |   |  |
| 8.           | <ol> <li>1) The Owner agrees that the Dealer, upon the agreement for sa<br/>commission (being the greater amount)* of:</li> </ol>  | ale of the vessel becoming unconditional, shall be entitled to a  |  |
|              | * a) $10$ % of the actual purchase price; or   |   |  |
|              |  |   |  |
|              | <ul> <li>clause 8(1));</li> <li>3) The Dealer agrees that after the agreement for the sale of the or purchase price as is not commission (as set out in clause 8( full to the Owner within 7 days of receipt.</li> </ul>   | (1)) as trustee for the Owner, and shall release that amount i n  |  |
| 9.           | <ol> <li>Nothing in this agreement shall limit the Owner's rights under t<br/>Authority is inconsistent with the Act's provisions, then to the extent<br/>terms of this Authority shall determine all rights and duties of th</li> </ol>   | of that inconsistency only, the Act shall prevail. Otherwise the  |  |
| <u>Si</u>    | Signed by the Owner: Date  | Signed by the Dealer:   |  |

Current as at 1 September 2010 This form is approved by the NZ Marine Industry Association





## **Revocation of Authority**

("vessel")

Dated this......2010......

- 1. The Owner of the vessel revokes the Dealer's Authority to Sell dated ("Authority") in respect of the vessel.
- 2. The Owner, in executing this revocation, acknowledges that the Owner has received and accepted possession of the vessel in satisfactory order and condition and that the Owner will pay all expenses due from the Owner to the dealer.
- 3. The Dealer acknowledges that the Dealer has received all expenses due to the Dealer from the Owner in respect of the Authority.
- 4. This revocation shall not be valid and/or enforceable unless and until both Owner and Dealer have signed it.

| <u>Signed</u> | by th | e Owner |
|---------------|-------|---------|
|---------------|-------|---------|

Witness

Witness Address

Witness Occupation

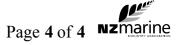
#### Signed by the Dealer

Witness

Witness Address

Witness Occupation





### **Repairs & Servicing**

Date of last engine service \_\_\_\_\_

Notes of repair agreed to by Owner

Owner agrees to have full engine service carried out and above repairs a)prior to sale b)on sale of vessel

Payment for servicing and repairs will be;

- a) The cost of these repairs will be deducted from the actual purchase price
- b) These costs will be recovered from the Owner prior to boat sale payment

### **Advertising**

All advertising and promotional costs will be at the expense of Mercury Bay Marine Please note as per contract If Owner revokes this authority within 8 weeks of the date of this authority, the Owner will reimburse the Dealer's net advertising expenses incurred, in addition to any other expenses.

#### Signed by the Owner

Witness