

Dealers Authority to Sell on Behalf Of:

Mercury Bay Marine Ltd _____
 ("Dealer") (name of vessel)

Vessel: (includes accessories & equipment as listed below)

Make: _____ Model: _____ Year: _____

Outboard Motor:

Make: _____ Model: _____ 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: _____

Equipment:

Speedo.....	Compass.....	Stereo.....
VHF.....	CB.....	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: _____

Address: _____

Office Use Only: Actual Purchase Price: _____ Deposit Paid: _____
--

Phone (Bus) _____ (Pvt.) _____

Fax _____

Mortgages/Encumbrances/Hire Purchase

1.	\$ _____	Owing to: _____
2.	\$ _____	Owing to: _____
3.	\$ _____	Owing to: _____

1. The Owner authorises the Dealer, as the Owner's agent:
 - 1) To sell and give delivery of the Vessel;
 - 2) To accept payment of the deposit and the actual purchase price on the Owner's behalf.
2. In consideration of the Dealer agreeing to advertise the vessel for sale, the Owner agrees that:
 - 1) This authority shall be exclusive and irrevocable until _____;
 - 2) This authority to sell the vessel, following the date in clause 2(1), shall remain exclusive until the Owner revokes this authority in the form attached to this authority, at which stage, subject to the form of revocation attached and to clauses 2(3) and (4) below, the Dealer shall be required to surrender possession of the vessel to the Owner;
 - 3) Until the Owner gives notice in accordance with clause 2(2) above, and has paid any outstanding expenses due to the Dealer, the Dealer shall be entitled to possession of the vessel;
 - 4) If the Owner revokes this authority within 8 weeks of the date of this authority, the Owner will reimburse to the Dealer, in addition to any other expenses due to the Dealer, the Dealer's net advertising expenses incurred;
 - 5) The Dealer may permit persons authorised by the Dealer, to demonstrate the vessel in the normal course of business (within _____ miles radius of the Dealer's premises)*.
3.
 - 1) The Owner agrees that the vessel remains at the risk of the Owner while in the possession of the Dealer;
 - 2) The Owner agrees to insure the Vessel, in the names of the Owner and the Dealer, while the Vessel is in the Dealers possession;
 - 3) The Owner agrees to indemnify the Dealer against any claims in any way connected with the Vessel brought against the Dealer, or the Dealer's servants or agents, by any third party.
4. The Owner warrants that:
 - 1) Except as noted in "Mortgages/Encumbrances/Hire Purchase" above, the Owner owns the vessel free of mortgage, encumbrance, hire purchase, security charge, debt or other instrument, whether written or oral, encumbering the goods; and
 - 2) The Owner has the exclusive right to dispose of the vessel in accordance with this authority.
5.
 - 1) The Owner warrants that the vessel is structurally and mechanically sound and serviceable in all respects;
 - 2) The Owner authorises the Dealer to effect any repairs which are agreed to by the Dealer and the Owner as being necessary for the structural and mechanical soundness and serviceability of the vessel, and to:
 - a) Deduct the cost of those repairs from the actual purchase price; or
 - b) Recover those costs from the Owner.
6. The Owner agrees to execute such documents as are necessary to effect the transfer of ownership in the vessel to the purchaser of the vessel.
7. The Dealer agrees to record, beside "Actual purchase price" above, the purchase price of the vessel actually paid and that figure shall be evidence of the consideration paid for the vessel.
8.
 - 1) The Owner agrees that the Dealer, upon the agreement for sale of the vessel becoming unconditional, shall be entitled to a commission (being the greater amount)* of:
 - * a) _____ 10 _____ % of the actual purchase price; or
 - * b) The difference between the actual purchase price and the minimum nett to owner;
 - 2) Alternatively, the Dealer may, during the currency of this authority and if there is no current agreement to sell the vessel, purchase the vessel for \$ _____, in which case the Dealer shall not be entitled to any commission (as defined in clause 8(1));
 - 3) The Dealer agrees that after the agreement for the sale of the vessel becomes unconditional, he holds such of the deposit and/or purchase price as is not commission (as set out in clause 8(1)) as trustee for the Owner, and shall release that amount in full to the Owner within 7 days of receipt.
9. Nothing in this agreement shall limit the Owner's rights under the Consumer Guarantees Act ("Act"). If any provision of this Authority is inconsistent with the Act's provisions, then to the extent of that inconsistency only, the Act shall prevail. Otherwise the terms of this Authority shall determine all rights and duties of the parties in respect of this Authority.

Signed by the Owner: _____ **Date** _____

Signed by the Dealer: _____

Revocation of Authority

("vessel")

Dated this..... day of2010.....

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.

Signed by the 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