



CURRENT OWNER TO FILL OUT

Vendor #1

Mercury Bay Marine Ltd  
("Dealer")

\_\_\_\_\_  
(Name of vessel)

Vessel (includes accessories & equipment as listed below)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Date of last engine service: \_\_\_\_\_ Dealership last service carried out: \_\_\_\_\_

Outboard Motor

Make: \_\_\_\_\_ Model: \_\_\_\_\_ HP: \_\_\_\_\_ Year: \_\_\_\_\_

Electric/Manual Start: \_\_\_\_\_ Electric Trim/Tilt: \_\_\_\_\_ Serial Number \_\_\_\_\_

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.....                              | Rod Holders..... | Rails- Bow..... Grab.....and ..... |
| Aux. Bracket.....                              | Ski Pole.....    | Oars.....                          |
| Aux. Motor.....                                | HP.....          | Serial No.....                     |
| Lights- NAV .....Cabin.....Other lighting..... |                  | Under floor storage.....           |
| Other- extras or features .....                |                  |                                    |
| .....  |                  |                                    |

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: \_\_\_\_\_

\_\_\_\_\_

Phone (Bus) \_\_\_\_\_ (Pvt.) \_\_\_\_\_

**Office Use Only:**  
Actual Purchase Price: \_\_\_\_\_  
Deposit Paid: \_\_\_\_\_

Owners Date of Birth \_\_\_\_\_ Drivers License NO# and type \_\_\_\_\_

Owners Bank account number \_\_\_\_\_ Bank reference \_\_\_\_\_

Mortgages/Encumbrances/Hire Purchase

\$ \_\_\_\_\_ 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 1 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 and accepts Mercury Bays Marines commission percentage at 10% if the value of the final sales deal is \$30,000.00 or greater.  
The client Accepts Mercury Bays Marines commission structure to be a flat fee of \$3,000.00 of the final sales deal is \$29,995.00 or less.
  - 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);
  - 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:** \_\_\_\_\_



Repairs & Servicing

Vendor #3

Work agreed to get boat up to salable standard

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

\_\_\_\_\_



**Revocation of Authority to sell**

Only to be filled out if sale is revoked

Vendor #4

\_\_\_\_\_

("vessel")

Dated this..... day of .....2022.....

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



**\*\*MECHANIC ONLY \*\***

**Boat sale OBO assessment/ Trade in engine**

DATE:

MECHANIC:

**BOAT DETAILS:**

BOAT MAKE:

SERIAL NUMBER:

BOAT MODEL:

YEAR:

HULL TYPE:

BOAT NAME:

LENGTH:

**OUTBOARD ENGINE DETAILS:**

ENGINE MAKE:

SERIAL NUMBER:

ENGINE TYPE MODEL:

YEAR:

ENGINE SIZE:

HOURS:

**TRAILER**

TRAILER MAKE:

YEAR:

WOF UNTIL:

REG UNTIL:

notes:-

BOAT ASSESMENT	PASS FAIL	COMMENT
Check Switch Panel & Wiring Check VHF Radio & Aerial Check Stereo/CD/I-Pod & Speakers Check Bilge Pump & Switches Check & Test Batteries, Check Correct CCA Rating Check Steering Cable & Connections Check Hydraulic Steering Operation, Leaks etc. Check Boat Fittings, Cleats, Bow Hooks, Bungs etc. Check Windlass-Capstan Condition & Function Check for Water in Hull, Bungs etc. Visual Check – Stress Cracks in Hull & Transom Overall Check of Bimini, Fittings, Canvas etc.		

ENGINE ASSESMENT	PASS FAIL	COMMENT
Inspect engine for visible damage Check for contamination of gear box oil. Ensure oil level is OK Check trim system gauge, tilt operation and hydraulic fluid levels Check operation of oil and over heat alarms (visual and Audible) Remove thermostats and check condition Remove and inspect propeller condition.		

€ Check 5.      Remove and inspect sparkplugs 6.      Inspect bores _____      Check compression 1.      2.      3.      4.
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Inspect external corrosion anodes Check operation of gearshift and throttle control cables Check power trim system operation, oil level and trim gauge Check engine oil level – 4 stroke
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Inspect alternator/ super charger and /or timing belts
Check DFI fuel and air pressure –OPTIMAX
Check water pressure operation of pump and cooling system
Check throttle gearshift and reverse lock operation
Check operation of oil injection and low oil warning system
Check operation of steering system, remote controls and gauges
Run CDS check and reset diagnostic codes 5 Check PCM sensors and operation 5 Check TPS settings
Run motor on hose and check operation

Check maintenance history on the boat (Office)
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Comments / Recommendations