



CURRENT OWNER TO FILL OUT

Vendor #1

### Boat Sale Form - Dealer Mercury Bay Marine

#### Owner Details

Owner's Full Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

#### Vessel Details

Vessel Name: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Last Engine Service: \_\_\_\_\_ Service by: \_\_\_\_\_

#### Outboard Motor

Make: \_\_\_\_\_ Model: \_\_\_\_\_ HP: \_\_\_\_\_ Year: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Start Type:  Electric  Manual    Trim/Tilt:  Electric  Manual

#### Trailer

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Serial No: \_\_\_\_\_ License Plate: \_\_\_\_\_

WOF Expiry: \_\_\_\_\_

#### Equipment (tick what applies)

Speedo.....	Compass.....	Stereo.....	VHF.....
Seating.....	Sounders.....	Batteries.....	FuelTanks..Internal/Removable
Anchors.....	Capstan.....	Fire Ext.....	Life Jackets.....
Stove.....	Fridge.....	Toilet.....	Sink.....
Lights- NAV .....Cabin.....	Other lighting.....	Under floor storage.....	Boarding ladder .....
Rod Holders.....	Rails- Bow..... Grab.....and..	Ski Pole.....	Oars.....
Aux. Bracket.....	Aux. Motor.....	HP.....	Serial No.....
Bimini.....	Covers.....	Bilge Pump.....	Electric Winch.....

Other- extras or features: \_\_\_\_\_



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

Owners Name: \_\_\_\_\_

Minimum Net to Owner: \$ \_\_\_\_\_

Address: \_\_\_\_\_

<b>Office Use Only:</b> Actual Purchase Price: _____ Deposit Paid: _____
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Phone (Bus) \_\_\_\_\_ (Pvt.) \_\_\_\_\_

Owners Date of Birth \_\_\_\_\_ Drivers License NO# \_\_\_\_\_ 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 the agreed commission and accepts Mercury Bays Marinas commission rate at either of the following
    - A) The commission percentage will be at 10% if the value of the final sales deal is \$30,000.00 or greater.
    - B) The client Accepts Mercury Bays Marinas commission structure to be a flat fee of \$3,000.00 of the final sales deal if it is \$29,999.00 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

To comply with New Zealand law (Consumer Guarantees Act), Mercury Bay Marine must provide a **three-month mechanical warranty** on all second-hand boat sales.

For this reason, the vessel must be in **saleable condition** and have had a **recent full engine service (within 1 year)**

The Owner agrees that any required service and repairs to bring the boat up to this standard will be completed:

- Prior to sale
- On sale of the vessel (costs deducted from sale proceeds)

Payment for servicing and repairs will be either:

- Deducted from the actual purchase price, OR
- Paid directly by the Owner before the sale proceeds are released.

Work agreed on to get boat up to saleable standard \_\_\_\_\_

Notes of repair agreed to by Owner \_\_\_\_\_

Next Service due \_\_\_\_\_

If Engine service is required and/or above repairs carried out

Payment for servicing and/or 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*

Owner:

Signed: \_\_\_\_\_



**Revocation of Authority to sell**

Only to be filled out if sale is revoked

Vendor #4

*\*Only to be filled out if sale is revoked*

Dated \_\_\_\_\_

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 Owner: Signed: \_\_\_\_\_

Signed: \_\_\_\_\_



Boat sale OBO assessment/ Trade in engine \*\*MECHANIC ONLY\*\*

DATE:	MECHANIC:	BOAT NAME:		
<b>BOAT DETAILS:</b>				
BOAT MAKE:	BOAT MODEL:	HULL TYPE:	LENGTH:	
SERIAL NUMBER:	YEAR:	BOAT NAME:		
<b>OUTBOARD ENGINE DETAILS:</b>				
ENGINE MAKE:	ENGINE TYPE MODEL:	ENGINE SIZE:	SERIAL NUMBER:	
YEAR:	HOURS:			
<b>TRAILER</b>				
TRAILER MAKE:	WOF UNTIL:	REG UNTIL:	YEAR:	REG #NO:

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

ENGINE ASSESSMENT	PASS	FAIL	COMMENT
<input type="checkbox"/> Inspect engine for visible damage <input type="checkbox"/> Check for contamination of gear box oil. Ensure oil level is OK <input type="checkbox"/> Check trim system gauge, tilt operation and hydraulic fluid levels <input type="checkbox"/> Check operation of oil and over heat alarms (visual and Audible) <input type="checkbox"/> Remove thermostats and check condition <input type="checkbox"/> Remove and inspect propeller condition. <input type="checkbox"/> Remove and inspect sparkplugs Inspect bores _____ Check compression 1.      2.      3.      4. 5.      6. <input type="checkbox"/> Inspect external corrosion anodes <input type="checkbox"/> Check operation of gearshift and throttle control cables <input type="checkbox"/> Check power trim system operation, oil level and trim gauge <input type="checkbox"/> Check engine oil level – 4 stroke <input type="checkbox"/> Inspect alternator/ super charger and /or timing belts <input type="checkbox"/> Check DFI fuel and air pressure –OPTIMAX <input type="checkbox"/> Check water pressure operation of pump and cooling system <input type="checkbox"/> Check throttle gearshift and reverse lock operation <input type="checkbox"/> Check operation of oil injection and low oil warning system <input type="checkbox"/> Check operation of steering system, remote controls and gauges <input type="checkbox"/> Run CDS check and reset diagnostic codes 5 Check PCM sensors and operation 5 Check TPS settings <input type="checkbox"/> Run motor on hose and check operation <input type="checkbox"/> Check maintenance history on the boat (Office)			

Comments / Recommendations