

# SIZZLE MARINE

## Consignment Agreement

**\*BOAT MUST BE 2002 MODEL YEAR OR NEWER\***

Customer Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

This is an agreement entered on this date between Sizzle Marine, Inc hereinafter referred to as the Consignee, and the above customer, hereinafter referred to as Consignor. The consignor desires to have Sizzle Marine, Inc. attempt to sell the following described merchandise:

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

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

Year: \_\_\_\_\_ Trailer Make: Single/Tandem \_\_\_\_\_ VIN: \_\_\_\_\_

The Consignor hereby grants consignee the exclusive right to sell said vessel during the term of this agreement. 45 day time frame.

Term start date: \_\_\_\_\_ Term end date: \_\_\_\_\_

Consignor agrees to pay a **non-refundable** boat, motor, trailer inspection fee that is predetermined and based on the style of boat. The inspection fee will be paid up front and in advance. Any cost related to repairing the boat, motor, or trailer will be in addition to the inspection fee and will be discussed with the Consignor before any repairs are made.

A **non-refundable** fee of \$350 will be charged for the mechanical inspection of all single outboard and small block I/O boats. A **non-refundable** fee of \$750 will be charged for the mechanical inspection of all cruisers and big block I/O boats.

All consignment boats must be fully inspected prior to listing any boat. Any repairs required to get the boat into satisfactory mechanical condition will be reviewed with consignor for authorization prior to making any repairs. Inspection fee and any repairs must be completed and paid for in full before any representation of the consigned boat will begin. We will not consign any boat which is deemed to be **unsafe**.

**IT IS AGREED THAT Sizzle Marine, INC. WILL COLLECT 17% OF THE SELLING PRICE OR \$2,000, WHICHEVER IS GREATER, AS COMMISSION FOR HANDLING THE SALE. A MINIMUM OF \$2000 WILL BE COLLECTED. INT. \_\_\_\_\_**

Consignor agrees to a full inspection of the above mentioned boat by Sizzle Marine, Inc and payable by the consignor and furthermore, if the above mentioned boat is deemed fit for sale by Sizzle Marine, Inc.

Before or after inspection by Sizzle Marine, Sizzle Marine reserves the right to refuse services.

If Consignor decides unilaterally to terminate this agreement before the end of the agreed upon term, Owner agrees to pay consignee a minimum of \$2,000.

The Consignor warrants that the description and the representation of said vessel appearing above and on the data sheet is true and accurate and agrees to save consignee, his agents and employees harmless from damages arising from any alleged misrepresentation of fact made to the prospective purchaser so long as the alleged misrepresentation conforms to the data furnished by the Consignor, Consignor further warrants and represents that said (Boat, Motor, Trailer) and it's equipment conforms to current Coast Guard rules and regulations.

Consignor guarantees the consigned boat herein is clean and in good running condition. Must have at least 5 gallons fresh gas at time of consignment OR Sizzle Marine Inc, will charge a minimum of \$50 for fuel/time.

Consignor understands that consignee is not under any obligation for the repair and maintenance of said (Boat, Motor, Trailer).

Consignor authorizes consignee, his agents and employees, to demonstrate said (Boat, Motor, Trailer) to prospective purchasers

Consignor agrees that the consignee shall not be liable to Consignor for (Boat, motor, Trailer) and or any equipment aboard during the duration of this agreement. Consignor agrees to keep in force their full comprehensive insurance, i.e. fire, casualty, vandalism, theft, animal damage, etc..., covering said (Boat, Motor, Trailer) during the term of this agreement.

If your boat still remains with us after the month of September or before the 1st freeze your boat will need to be winterized (if applicable). The charge for winterization will depend on the model and ease of access to the motor compartment. You will be notified with the price of winterization for your approval. Payment will be due at the time of winterization.

CONSIGNOR AGREES THAT THIS IS AN EXCLUSIVE AGREEMENT AND THE MERCHANDISE MAY NOT BE SOLD OR REMOVED FROM Sizzle Marine, INC. BY THE CONSIGNOR DURING THE PERIOD OF THIS AGREEMENT.

Due to fraudulent attempts and scams, while under contract with Sizzle Marine Inc, the terms and conditions of this contract PROHIBITS you from advertising outside of Sizzle Marine with ANY source ie; craigslist, ebay, boattrader, usedboats.com, boats.com, etc. NO EXCEPTIONS! Should Consignor advertise outside of Sizzle Marine Inc, while contracted with our company, the commission fees will increase to 30% or \$3,000 whichever is greater of the final agreed sales price. If Owner solicits a buyer outside Sizzle Marine Inc, the expressed terms and conditions of this contract will remain in effect. If Consignor opts to pick up boat in order to make sale outside of Sizzle Marine Inc, the pick up fee will be \$3,000 or 17% whichever is greater of the current asking price. Fees are to be paid exact CASH ONLY. Fees are to be Paid IN FULL prior to Sizzle Marine Inc, releasing boat. NO EXCEPTIONS!

The terms of this contract will remain in affect for 45 days from expiration when dealing with a purchaser that was brought forth or intiated through Sizzle Marine or their efforts.

Consignor releases consignee from any and all liabilities including but not limited to weather, nature, acts of God, vandalism, theft, etc...

It is understood that payment will be made to the consignor 10 business days after the date of sale and all above conditions are met.

Consignor also agrees to provide titles necessary for the transfer of sale at the time of consignment or lienholder information, whichever applies. Furthermore, consignor understands that no monies shall be paid by consignee for the sale of merchandise until proper transfer of ownership has been completed.

If the above mentioned boat does not sell in the agreed upon time and the consigned merchandise is not picked up from Sizzle Marine, the Consignor agrees to continue the previous contract and will begin to pay storage a \$2.00 per foot of the boat, per month as long as the boat is on Sizzle Marine property. Consignor's insurance must be maintained while in Sizzle Marine's care.

IF A LIEN SHOULD BE IN AFFECT ON THE CONSIGNED MERCHANDISE, CONSIGNOR UNDERSTANDS THAT THE CONSIGNEE WILL DEDUCT THE PAYOFF OF THE CONSIGNED MERCHANDISE.

Sizzle Marine, Inc, will assist solely in the brokerage of the Consignors boat. The Consignee does not warrant or imply any type of warranty with the consignment of the Consignors boat, motor, trailer.

Under the Privacy Act and for your safety, Sizzle Marine, Inc will not and cannot release customer name, address or phone numbers for any reason. Under no circumstances can we release buyer or owner information. **NO EXCEPTIONS**

CONSIGNOR STATES THAT THE MERCHANDISE HAS NO LIENS OTHER THAN DISCLOSED BELOW  
LIENHOLDER:

ACCOUNT NUMBER:

AMOUNT OWED:

CONSIGNOR WILL RETAIL THE ABOVE REFERENCED MERCHANDISE FOR \$ \_\_\_\_\_

(MAXIMUM ALLOWED RETAIL VALUE IS N.A.D.A. HIGH RETAIL)

IT IS UNDERSTOOD THAT ANY PERSONAL BELONGINGS **MUST** BE TAKEN OUT OF THE BOAT WHEN BOAT IS DROPPED OFF BY THE OWNER ,  
AND ANY THING LEFT IN THE BOAT WILL BE ASSUMED THAT IT IS PART OF THE SALE. INT. \_\_\_\_\_

The signing of this contract gives Sizzle Marine, Inc limited power of attorney and the right to act on behalf of the owner to sell said property listed on the Consignment and Sales Agreement Form.

\*\*\*\*By signing below, Owner has read, understands and fully agrees to all terms of this contract\*\*\*\*

Date \_\_\_\_\_

Owner Signature \_\_\_\_\_ Print \_\_\_\_\_

Owner Signature \_\_\_\_\_ Print \_\_\_\_\_