Surdyke Yamaha and Marine
5863 Osage Beach Parkway
Osage Beach, MO 65065

Toll Free (888) 575-9283
Highway (573) 348-6575

Consignment Agreement

I_____Allow Surdyke Yamaha & Marina "Surdyke" to broker the following:

Unit(s) Watercraft / Boat / ATV / Motorcycle / Trailer / Vehicle (all titled vehicles included in the sale)

- Year _____Make_____ Model _____Color _____
  Length _____ Hours _____ Hp _____ Price/Cost _____
  Serial / I.D. # _____Stock#_____ Titles Rcvd _____

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  Length _____ Hours _____ Hp _____ Price/Cost _____
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- Year _____Make_____ Model _____Color _____
  Length _____ Hours _____ Hp _____ Price/Cost _____
  Serial / I.D. # _____Stock#_____ Titles Rcvd _____

The Owner Agrees to the Following:

1) Starting _____ the property will be stored on Surdyke Facilities and Owner will pay monthly storage of $ 0_____ (must fill out storage contract and pay separately cannot be included in consignment agreement)

2) Surdyke is authorized to service or repair the property as necessary and demonstrate property to potential buyers. These costs, including gasoline, are to be paid by the owner upon being invoiced. Major repairs are to be approved by the owner.

3) To discharge all liens, mortgages, taxes, fees, postage or bills of any kind against the unit(s) through the date of consummation of sale and passage of title or Coast Guard Documentation.

4) To provide title or Coast Guard Documentation papers to Surdyke concurrent with the execution of the agreement. To deliver the title or registration and Limited Power of Attorney to Surdyke at the time of sale of unit(s). If title or Documentation papers are held by a bank and / or lien holder, a copy will be obtained for our files. Seller is responsible for fees associated with line 3) and 4). Said fees will be deducted from proceeds of sale.

   Lien information:

   Name of Lien holder_____
   Address_____
   Phone # _____ Contact Person _____
   Account # _____Payoff amount $_____

5) To refer to Surdyke, any prospective inquiries from prospective buyers.

6) It is further specifically understood and agreed that owner maintains insurance on the unit(s), releasing Surdyke of any liabilities, and authorizes Surdyke to demonstrate unit(s) as they deem advisable.

7) At the termination of contract, the owner/seller agrees to pay all of Surdyke charges in full, (gasoline, new batteries, winterization, de-winterization and other such services conducted on the unit(s) while on the premises.

8) Surdyke will not be responsible for lost or stolen equipment..

9) All personal items in or on the unit(s) will be included in the sale, unless otherwise specified. Any loose items given to Surdyke (keys, spare tires, covers, Bimini tops, etc.) need to be listed below:

_____

_____

10) To the best of the seller's knowledge, all equipment is in full working order, and any equipment that needs to be fixed in order to make the unit(s) legal and safe will be paid for by the seller, (lights, batteries, turn signals, brakes, etc.) unless otherwise specified. The following repairs / reconditioning will be performed.
_____

11) Any termination of this contract must be proceeded with a 30 day written notice, and Surdyke reserves the right to terminate this contract at any time. Any modification to this contract must be accompanied by an amendment signed and dated by both parties.

Seller is to receive $_____ after Surdyke has sold the boat and all funds have been properly verified and accounted for. Under no circumstances is the seller to receive less without unless authorized by seller.

Surdyke is authorized to sell unit(s) for any amount, accept trades, or carry receivables at their discretion, but is required to remit to seller the net amount in cash. Seller will not receive more than the agreed upon amount regardless of what the unit is sold for.

This Consignment agreement is for a period of _____months. Prior to removing the unit(s) from Surdyke property before expiration of this agreement, for any reason, seller will pay Surdyke up to $250.00 for cleaning / retrieval / making unit ready and available for sale / website marketing and publication fees.

Owner information:

Name:_____

Address:_____

City _____ State_____ Zip _____

Phone #'s Home:_____ Office_____

Fax: _____ Cellular _____

Email: _____

Surdyke Authorized Signature Jonathna Luby Date _____

Owner's Authorized Signature _____ Date _____