



GULF HARBOUR MARINA

BERTH LISTING AUTHORITY AND CONTRACT OF AGENCY

Date _____
Licensee's Name _____ ("Licensee")
Address _____
Business _____ Home _____
Mobile _____ Email _____
Period of Agency From _____ Until midnight on _____

BERTH DETAILS:

Berth Number _____
Length _____
Centre Pole Y/N _____
Power _____
Other Features _____

Asking Price \$ _____ (gross price before any fees or costs)

Exclusive/Sole Agency

The Licensee hereby appoints Gulf Harbour Investments Limited (the "Agent") as Exclusive/Sole Agent for the marina berth specified above ("Berth") on the terms and conditions stated in this authority. The Licensee is liable to pay commission to the Agent if the Berth is sold during the period of this Exclusive/Sole Agency authority notwithstanding that the sale may not have been made through its agency. The Licensee agrees that it will not grant any other company and/or person an agency during the period in this authority.

The Agent is appointed general agent for the Berth from the expiry of the period of exclusive/sole agency provided for herein.

General Agency

The Licensee hereby appoints the Agent as GENERAL AGENT for the Berth. This agency shall commence immediately and continue until cancelled by notice in writing to the Agent which shall be effective no earlier than midnight 14 days from the date of service of such notice.

General Terms and Conditions:

1. The Licensee authorises the Agent (or a selling agent authorised by the Agent) to collect the purchase price of the Berth on the Licensee's behalf (including a deposit on the purchase price).
2. The Licensee authorises the Agent (or selling agent authorised by the Agent) to deduct any fees, including commissions, transfer fee and other entitled expenses to which it is entitled from the purchase price of the Berth (including a deposit on the purchase price).
3. The Licensee will pay the Agent any fees, commissions and other expenses to which it is entitled upon receipt of an invoice, if the purchase price or a deposit is not received by the Agent.
4. The Agent may display or publish any signs, notices or other advertising media that the Agent approves and considers necessary for the purpose of arranging a sale of the Berth.
5. The Agent is not authorised to sign an agreement to transfer the Berth on the Licensee's behalf.
6. The Agent is authorised to collect, and use for internal marketing and sale purposes all information pertaining to this authority, including the asking price and agreed purchase price of the Berth.
7. The Licensee has read the Berth description information stated in this authority and certifies that such information is true and correct, and will indemnify the Agent for all damages, losses or fines awarded or suffered as a result of the use of that or of any other information whatsoever supplied by the Licensee.
8. The Licensee warrants the Marina Berth Licence relating to the Berth is unencumbered and the Licensee will be able to pass clear title to the purchaser.
9. The person signing this authority warrants it has the authority of all proprietors/owners to make this appointment if they are not the sole proprietor/owner of the Berth.
10. The Licensee agrees to immediately cancel all other current agency appointments if the agency appointment herein is an Exclusive/Sole Agency.
11. The Licensee agrees to pay the Agent an agency fee of 4% of the purchase price plus goods and services tax if the Licensee enters into an agreement to transfer the Berth either during the period of this agency, or after the agency has been cancelled if the Berth is transferred to anyone introduced by the Agent.
12. The licensee acknowledges that it will be liable to pay the agency fee referred to in clause 11 to the Agent if during the period of Exclusive/Sole Agency, the Berth is transferred other than by the Agent.

Signature of Licensee _____ Dated _____

Signed on Behalf of Gulf Harbour Investments Limited _____