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Authority to sell Marina Berth

Location of Marina _____ Marina Berth No. _____

Length of Marina Berth _____ Extra Mooring Pole _____

Annual License Fee NZ\$ _____

1. Given by _____ for and on behalf of

_____, hereinafter, known as the "Vendor"

Vendor's address _____

Phone Home/Work _____ Mobile _____ Fax _____

Email _____

2. Appointment

I hereby appoint Westhaven Marine Brokers Ltd. (the "Agent") to act as the Vendors Agent to advertise and sell the above described Marina Berth for the gross price of NZ\$ _____ or for a lesser price as agreed with Agent. (All prices are inclusive of GST, if any)

3. Warranties

I warrant and undertake to the Agent

(a) That the Marina Berth is owned by the Vendor and is entitled to sell it and can produce documents to establish title.

(b) That there is no mortgage, lien or any other charge or claim in respect of the Marina Berth. Alternatively _____ has an interest or charge over the marina Berth, which will be satisfied when ownership is to pass.

(c) That all fees, levies and any other charges pertaining to the marina Berth have been fully paid at the time of transfer.

4. Commission Payable

I agree the Agent will be entitled to commission at the rate of 5% calculated on the gross sale price in the event that the sale becomes unconditional where the Agent has introduced the Purchaser to the Marina Berth whether or not the contract is concluded by the Agent or by a third party of by myself. The minimum commission payable shall be NZ\$ 2,500 (all commission are subject to GST).

5. This is a General Agency

Subject to Clauses (1-4) above or

6. This is a Sole Agency

Subject to Clauses (1-4) above and the following "Sole Agency" Terms.

- (a) Commencing from _____
- (b) Expiring at _____ (The "Sole Agency" period).
- (c) I agree that the Agent will be entitled to the commission at the rate set out Clause 4 in the event of an unconditional sale and purchase agreement being entered into during the Sole Agency Period as well as the following.

The agreement was entered into during the Sole Agency Period even if the purchaser was introduced to the marine prior to the agreed Sole Agency Period.

The purchaser was introduced to the marina during the Sole Agency period even if the purchaser enters into a binding agreement after the Sole Agency Period has expired.

The agreement is concluded by the vendor or by any agent during the Sole Agency period.

- (d) I have not appointed any other agents to sell this Marina Berth.
- (e) When the Sole Agency Period expires the Marina Berth will revert to becoming a General Agency.

I agree not to be party to any scheme, device or act whereby the Agent shall not be able to recover commission to which he is entitled to under this agreement.

Westhaven Marine Brokers Ltd agrees to offer the Marina Berth for Sale on the above terms.

_____ Date _____
For Westhaven Marine Brokers Ltd

I, for an on behalf of the Vendor have read, understood and agree to the above terms.

_____ Date _____
For and on behalf of the Vendor