

G.I. MARINE LIMITED

AUTHORITY TO SELL document

Vessel name:

Vessel location:

Vendor:.....

Address:

Phone (Bus) (Pvt) Fax

Mobile: Email:Key?

1. **Appointment** - We appoint **G. I. Marine Ltd** (the "Agent") as an agent to offer to sell the vessel, described on the Inventory for sale at a gross of \$,000.00 (inclusive of GST if any), or at any lesser price which we may approve.
2. **Warranties** - We warrant and undertake to the agent that:
 - a) The details relating to the vessel are correct in all respects, and we agree to indemnify the agent and its employees or sub-agents, against any claim arising from any inaccuracy contained in the schedule.
 - b) Apart from any specific defects noted by us on the reverse, the vessel is in good order and condition and we have maintained it properly during our period of ownership.
 - c) We own the vessel and we are now entitled to sell it.
 - d) No one else has any interest in the vessel.
 - e) The vessel is insured and we will maintain the insurance on the vessel until it is sold and no longer at my risk. We agree that you will be covered by our insurance policy as if insured under the policy and this has been agreed by our insurers.
 - f) We will indemnify the agent against all or any loss or liability whatsoever arising out of any default by us including but not limited to error, omission or misrepresentation, and/or any liability which the agent may incur to a purchaser in any capacity, provided that this indemnity shall not apply where the liability arises out of any failure by the Agent to comply with the Agent's obligations as a supplier of services to us as a broker or agent for the sale of the vessel under the Consumer Guarantees Act 1993.
3. The Vendor undertakes to indemnify and keep indemnified G. I. Marine Ltd for all costs (including but not limited to legal costs on a solicitor-client basis) of any claim (whether successful or otherwise) made against G. I. Marine Ltd arising from the information supplied by the Vendor regarding the vessel to any party, including G. I. Marine Ltd, its employees and Agents.
4. The Vendor acknowledges that the obligations and promises contained within this Agreement, may be obligations or promises for the benefit of

5. G.I. Marine Ltd and its employees and Agents, and acknowledge that in such case, they shall be enforceable at suit of G.I. Marine Ltd, or its employees and Agents (as applicable) against the Vendor, pursuant to the Contracts (Privity) Act, 1982.
6. **Commission.** I. / We agree the Agent will be entitled to commission of 6% Plus GST. In the event of an unconditional agreement being entered into where the Agent has introduced the purchaser to the vessel whether or not the contract is concluded by the Agent or by a third party or myself.
7. **This is a Sole Agency / General Agency.** (cross one out) commencing on the signing of this document by both parties. This Agency is for a minimum of 3 months, it may then be extended by mutual agreement, confirmed in writing.
8. We agree not to be party to any scheme, device or act whereby the Agent shall not be able to recover commission to which it is entitled under this Agreement.

THE AGENT AGREES TO COVER THE
VESSEL FOR SALE ON THESE TERMS

WE, THE VENDOR, HAVE READ AND
UNDERSTAND AND AGREE TO THE
ABOVE TERMS.

Dated this day of 2013.

.....G.I.Marine.Ltd.
(For the Agent)

.....
(Vendor)