



SweBoat
Swedish Marine Industries Federation

Brokerage

Broker		
Object of brokerage/brokerage no.		
Seller's name		Boat brand/model/hull no.
Address		Motor brand/model/no.
Postal code	Mailing address	Placement of boat during the agency
Telephone (home)	Telephone (work/mobile)	E-mail
Personal identity no.	Insurance company	Insurance no.
Other		

The seller authorises the broker to broker the sale of the above-mentioned items, as well as the equipment according to the seller's list, which is attached to this agreement as an appendix. The boat and the equipment mentioned above is hereinafter referred to as the Boat.

1. ASSIGNMENT

The assignment is valid	Starting from date:	Until and including date	For now, with a mutual notice period of:
The boat is fully paid	Yes	No	The boat is financed by: Contract no:

2. SELLING PRICE

The boat is being sold according to one of the following two options.

A. The boat is sold at a price minimum	SEK	From this price the broker's commission is pursuant to paragraph 3A
B. The boat is sold so that the seller, despite the selling price receives a net price of	SEK	The broker receives commission in accordance with paragraph 3B

3. BROKER'S COMMISSION

If the boat is sold, the broker is entitled to commission incl. VAT as follows:

A. When selling according to option 2A, the following percentage of the purchase price	%
B. When selling according to option 2B, the entire amount that exceeds the stated net price.	

Minimum commission will start at	SEK
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The broker's commission is due for payment as soon as a large portion of the purchase price has been received, which corresponds to the commission unless otherwise agreed. The broker's right to commission as stated above applies if the boat is sold to a prospective buyer referred by the broker within nine (9) months after the termination of the assignment.

4. BROKER'S OBLIGATIONS

- It is incumbent on the broker to work towards a quick sale of the boat with consideration that the seller receives the highest price possible. The broker has the right to apply the sales method that they find most appropriate and which conforms to standards generally accepted by brokers.
- The broker's assignment includes the duty to draw up sales agreements and necessary documents in connection with the sale.
- The assignment also includes the power of attorney for the broker to receive liquidity and the duty to report this to the seller as soon as and no later than one (1) week.
- The broker is aware that they, together with the seller, have sales responsibility in accordance with the Consumer Purchases Act (2022:260), see further paragraph 5. The broker is responsible for any errors or defects arising from their negligence.

5. SELLER'S OBLIGATIONS

- The seller must provide the broker with the adequate form of ownership certificate and ensure that the boat is the seller's property.
- The seller assures that the boat is operational and is not afflicted with errors or defects unless otherwise specified.
- The seller is obliged to reimburse the broker for what the broker has paid to the buyer due to an error or defect in the boat and for costs incurred by the broker to remedy or to allow to remedy such an error or defect. However, this does not apply if the error or defect is due to the broker's negligence. In order to fulfil this obligation, the broker is entitled to withhold % of the purchase price during months. The amount is deposited in a bank account in the seller's name with withdrawal rights for the broker.
- If the boat is not at a port or place of storage provided by the broker, it is incumbent upon the seller to care for the boat for the duration of the brokerage and to keep the boat available for showing at the location below;

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If the broker provides a port or place of storage for the boat, the seller must immediately collect the boat after the termination of the brokerage, unless an agreement has been reached that the buyer must pick it up.

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5. SELLER'S OBLIGATIONS cont.

- e) It is the seller's responsibility to keep the boat fully insured for the full value against fire, theft, docking damage and damage at sea as well as liability to third parties both during the time of the brokerage and, if the assignment is completed, up to the day when the owner responsibility transfers to the buyer.
- f) Costs for launching/dry docking, repairs, cleaning, maintenance of the boat or port or place of storage that are directly related to this brokerage agreement are not included in the commission but must be paid by the seller, who already has the right to approve both the above-mentioned measures and the price thereof.

6. AMENDMENTS AND ADDITIONS TO THE AGREEMENT

In order to be valid, amendments and additions to this agreement should be made in writing in two (2) copies, of which the parties have taken one each.

7. GDPR

The broker must process the seller's personal data according to GDPR.

This agreement has been drawn up in two (2) copies, of which the parties have taken one each.

Place / Date	Place / Date
Seller's signature	Broker's signature

To lock the pdf file, fill in the digital signature by the red arrow. (NB. No changes can be made after locking.)