

# *Sales Agreement*

This Sales Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_("Effective Date"), by and between

Owner's Full Name, \_\_\_\_\_  
with an address at [Owner's Address] ("Owner"),

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and [Salesperson's Full Name], \_\_\_\_\_  
with an address at [Salesperson's Address] ("Salesperson").

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## RECITALS:

WHEREAS, Owner is the legal owner of certain property, including but not limited to boats, yachts, aircraft, art, businesses, and houses ("Property");

WHEREAS, Owner wishes to sell the Property and has agreed to appoint Salesperson as the exclusive agent for the purpose of selling the Property;

WHEREAS, Salesperson has agreed to sell the Property on behalf of the Owner and shall be entitled to a sales commission as outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

APPOINTMENT: The owner hereby appoints Salesperson as an exclusive agent to sell the Property on behalf of the Owner.

PROPERTY DESCRIPTION: The Property to be sold under this Agreement includes [Detailed Description of the Property, including make, model, year (if applicable), and any identifying numbers or marks].

DURATION: This Agreement shall commence on the Effective Date and shall continue until the Property is sold, or until terminated by either party with 30 days written notice to the other party.

SALES PRICE: The minimum acceptable sales price for the Property shall be \$ \_\_\_\_\_, unless otherwise agreed in writing by the Owner.

SALES COMMISSION: The salesperson shall be entitled to a sales commission of [Percentage] \_\_\_\_\_ % of the final sale price of the Property. The commission shall be payable within \_\_\_\_\_ days of the closing date of the sale of the Property.

DUTIES OF SALESPERSON: The salesperson agrees to use their best efforts to sell the Property, including marketing the Property, negotiating with potential buyers, and facilitating the sale transaction.

REPRESENTATIONS AND WARRANTIES: The owner represents and warrants that they have full legal title to the Property and the authority to sell the Property.

INDEMNIFICATION: Each party agrees to indemnify and hold harmless the other party from any and all claims, losses, damages, liabilities, costs, and expenses arising out of the breach of any representation, warranty, or covenant made by such party in this Agreement.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the [State/Country].\_\_\_\_\_

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Sales Agreement as of the Effective Date first above written.

[Owner's Signature] \_\_\_\_\_ [Date] \_\_\_\_\_

[Salesperson's Signature] \_\_\_\_\_ [Date] \_\_\_\_\_