



Boat Works of Alaska LLC  
 11820 Old Seward Highway  
 Anchorage, Alaska 99515  
 Phone: 907-344-BOAT (2628)  
 Email: [contact@boatworksofalaska.com](mailto:contact@boatworksofalaska.com)

All applicable fields are required.

Date Consignment Begins: \_\_\_\_\_  
 First name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Alt. Phone #: \_\_\_\_\_  
 Email: \_\_\_\_\_ Alt. Email: \_\_\_\_\_  
 Billing address: \_\_\_\_\_ City: \_\_\_\_\_  
 Apt # \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Emergency Contact:  
 Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Owner may contact an emergency contact in the event of casualty (fire, accident, damage, etc.), or other emergency, or if the owner is unable to reach occupant. Owner may allow such persons or occupants family members over the age of 18 to have access to the premises if the occupant is deceased, incarcerated, permanently missing, or permanently incapacitated. Unless **REFUSES CONSENT** by initialing here \_\_\_\_\_.

Please list all lien holders or secured parties who have interest in any personal property that the occupant is storing on the grounds and which property the lien holder or secured party has an interest

Lien Holder: \_\_\_\_\_ Address: \_\_\_\_\_ Apartment: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Property containing interest \_\_\_\_\_ Amount \$ \_\_\_\_\_

Charges shall be as follows:

- \$149 per month as a storage fee for prime display along Old Seward highway. This will be to cover facilitation of safe and clean access to your vessel for buyer inspection at all business hours.
- A 10% Commission Fee of the final sale shall be taken upon the sale of the vessel.

**Credit/Debit Card Authorization for Payment of Storage and Other Charges:** Consignor provides the Consignee the following credit/debit card information owned by the Consignor or upon which the Consignor has authority on to pay for services provided by Consignee:

Name on Card: \_\_\_\_\_ Card Number: \_\_\_\_\_

Expiration: \_\_\_\_\_ Card Zip Code: \_\_\_\_\_ CVV Code: \_\_\_\_\_

Circle one: Visa    Master Card    American Express    Discover    Other: \_\_\_\_\_

# Vessel Information

Please Provide as Much Information as Possible

Asking Price: \_\_\_\_\_

Date: \_\_\_\_\_

### Vessel General Info

Name: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Manufacture Year: \_\_\_\_\_ Length: \_\_\_\_\_ ft. Beam: \_\_\_\_\_ ft. Main Color: \_\_\_\_\_

### Engine and Sterndrive Info:

Engine Model(s): \_\_\_\_\_ Horsepower: \_\_\_\_\_ Hours: \_\_\_\_\_

# Of Fuel Tanks: \_\_\_\_\_ Tank Sizes: \_\_\_\_\_ Estimated Consumption: GPH \_\_\_\_\_ MPG \_\_\_\_\_  
KPG \_\_\_\_\_

Sterndrive Model(s): \_\_\_\_\_ Prop Type: \_\_\_\_\_

### Vessel Numbers

AK #: \_\_\_\_\_ Trailer License Plate #: \_\_\_\_\_ HIN #: \_\_\_\_\_

Engine One Serial #: \_\_\_\_\_ Engine Two Serial #: \_\_\_\_\_

Sterndrive One Serial #: \_\_\_\_\_ Sterndrive Two Serial #: \_\_\_\_\_

### **Included Electronics:**

Info

Info

VHF		Depth Finder	
GPS		Sonar	
Radar		Fish Finder	
OTHER		OTHER	

### **Galley:**

Sink		Stove	
Fridge		Microwave	
Oven		Seating	
OTHER		OTHER	

### **Interior:**

Beds		Head	
Lighting		Shower	
AC Converter		Head Sink	
Generator		Heater	
Holding Tank		OTHER	

### **Other info:**

Kicker		Spare Parts	
Dingy		BBQ	
BiMini Top		Cooler	
Down Rigger		Polls	
OTHER		OTHER	

### **Other:**

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# CONSIGNMENT AGREEMENT

THIS AGREEMENT (henceforth referred to as the "Agreement") made on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between \_\_\_\_\_ (henceforth referred to as the "Consignor") and Boat Works of Alaska LLC (henceforth referred to as the "Consignee")

WHEREAS, the Consignor desires to consign to the Consignee certain goods set forth on the attached "Consigned Goods" document, for the purpose of facilitating a sale of the Consigned Goods by the Consignee; and

WHEREAS, the Consignee desires to accept delivery of the Consigned Goods and to make necessary payment to the Consignor upon the use of such goods on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereto both acknowledge, the Consignor and the Consignee hereby agree as follows:

## 1. Consignment of Goods

The Consignor shall deliver the Consigned Goods for consignment to the Consignee's Premises. Upon delivery, the Consignee shall accept delivery of the Consigned Goods. The Consigned Goods shall remain the sole property of Consignor until sold. Consignee hereby acknowledges that it takes possession of the consigned goods only on a consignment basis and it does not acquire any property right or security interest in such Consigned Goods. The consignor's consignment is not a consignment intended as a security.

## 2. Title

The title to and property of the Consigned Goods shall remain with the Consignor until such time as the Consigned Goods are purchased.

## 3. Premises

The Consignee at its own cost and expense agrees to keep and display the Consigned Goods at 11820 Old Seward Highway Anchorage, AK 99515 (the "premises"). The Consignee shall store the Consigned Goods at its premises so as to be at all times segregated from all of the other inventory and shall clearly indicate that the Consigned Goods are the property of the Supplier. Upon any demand by Consignor, Consignee will be responsible to return the Consigned Goods in good order and condition.

## 4. Sale of the Consigned Goods

The Consignee agrees to use its best efforts to sell the goods on behalf of the Consignor on such terms, and at such prices as shall from time to time be designated by the Consignor.

## 5. Payments

The Consignee agrees, upon sale, to receive the sale proceeds due to the Consignor and to deliver the sales proceeds, after deducting of all commission, to the Consignor together with an accounting within 7 business days of close of sale.

## 6. Commissions

The Consignee agrees to accept as full payment a commission equal to 10% of the gross sales price exclusive of any sales tax. Percentage to be set forth by standards stated in the beginning of this document.

## 7. Inspection

The Consignee agrees to permit the Consignor to enter the premises at reasonable times to examine and inspect the goods. The Consignor or any of its representatives may once in a month take an inventory of the Consigned Goods in order to determine the Goods, which have been used, damaged, destroyed or otherwise removed from the Premises.

## 8. Term

This Agreement shall commence on the date it was signed and continue on a month to month basis until Consignor wishes to remove their vessel from the consignment of Boat Works of Alaska LLC. At which time all fees and charges will be made current towards Consignee.

## **9. Assignment**

Consignor shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties here-under, without the prior written consent of the Consignee and any attempt by Consignor to so assign, transfer, or subcontract any rights, duties, or obligations arising here-under shall be void and of no effect.

## **10. Notices**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

## **11. Governing Law**

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Alaska, USA.

## **12. Dispute Resolution**

All disputes under this Agreement shall be settled by arbitration in Anchorage, Alaska before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.

This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

## **13. Severability**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

## **14. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO CONSIGNOR. ALL CONSIGNED ITEMS MUST BE COVERED BY THE OWNER FOR LOSS AND DAMAGE. BWA IS NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS.

## **15. Indemnification**

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicenses, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

## **18. Entire Agreement; Amendment:**

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

## **19. Waiver**

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

**20. Excess Items**

Consignor to store any excess items to be sold with vessel at their premises until sale of said vessel is finalized. This will be to included anything that may be easily moved by hand and is not fastened to the vessel. Consignor will provide a listed documentation of all excess items to be sold with vessel on the attached "Consigned Goods" page.

**21. Insurance**

Consignor is to maintain boat insurance on their vessel during the consignment period. Consignor must provide proof of insurance to Consignee at time of Agreement signing.

**22. Captions**

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

Date:\_\_\_\_\_

\_\_\_\_\_  
CONSIGNOR PRINTED NAME

\_\_\_\_\_  
CONSIGNOR SIGNATURE

Date:\_\_\_\_\_

\_\_\_\_\_  
Boat Works of Alaska Representative  
Consignee

\_\_\_\_\_  
Boat Works of Alaska Representative  
Consignee Signature