

BASIC EXPLANATION

Essentially, our client would be assuming your existing financing in the form of a contract pending refinancing or payoff. Most of the sellers we deal with owe more on the boat than what they can sell it for, or they need out (divorce, moving, job loss, etc). **NOTE THAT WE DO NOT NEED A CONTRACT UNTIL WE HAVE A DEFINITE BUYER - JUST NEED YOUR PERMISSION BY EMAIL TO MARKET BOAT TO POTENTIAL BUYERS VIA THE INTERNET. WE DO NOT REQUIRE POSSESSION. YOU RECEIVE 1ST AND LAST MONTH PAYMENT UPFRONT FROM BUYER. NO CHARGE TO YOU BUYER PAYS OUR FEES.**

1. You get to approve the person - we can do whatever background check you feel comfortable with. A GPS tracking device would be installed in the Boat. You can locate your boat online at anytime.
2. We would arrange and verify full coverage insurance listing you as additional insured. By law insurance companies have to inform you of any problems, allow you to make a claim and protect you under liability aspects
3. Boat has to inspected regularly by someone you feel comfortable with ie local dealer. All routine maintenance has to be performed. Hour Limitations checked, any damage/excess wear repaired, etc.
4. Payments sent to you in form of cashiers check made payable to lienholder until such time you are comfortable with client doing direct draft to lienholder.
5. Client agrees to enroll in credit repair, We monitor progress and submit for refinancing via power of attorney from client when credit score is high enough. With POA client can't back out or change mind. Term of agreement between you and client is 24 months (negotiable) giving further incentive to refinance or pay-off.
6. We provide you with a recourse contract. If there are any problems, we are obligated to take care of them.
7. No charge to you, client pays our fees.

Attached please find creative finance agreements. We use a partnership agreement to enforce insurance, maintenance, storage, inspection and refinancing of your Boat These important clauses that protect you are difficult to enforce using sales or lease contracts. In most states there is no tax implication of partnering your boat. There is a letter of explanation detailing the highlights of the agreements. Please feel free to have the paperwork reviewed by an attorney.

We have immediate buyers for most boats that can be financed creatively. Please note that we provide full recourse on all creative financed boats. Call me with any questions or concerned - we have been creatively financing boats, cars and RV's since 1985.

Attached are the agreements associated with the assumption of your boat loan. A brief explanation of each follows:

Boat Partnership Contract

This is the agreement between you (Primary Partner) and the person assuming your boat loan (Secondary Partner). We utilize a partnership contract in order to enforce maintenance and proper storage. There are normally no restrictions in financial institutions contracts regarding partnerships. Titles are not transferred until the Secondary Partner buys out the Primary Partner as outlined. The Secondary Partner transfers title and pays fees and taxes at time of buy-out. The Secondary Partner agrees to maintain the boat in accordance with the manufacturer's recommendations as set forth in the owner's manual. The boat must be kept in enclosed dry storage or a covered wet slip. You may further require that wet slipped boats be stored on out of the water storage devices such as a hydra hoist or sling. The boat must be winterized no later than November 21 when and where applicable. The boat must be inspected as per agreed schedule by a marine dealer or certified mechanic who reports directly to you. Any and all excess wear or damage to boat must be repaired immediately. The Secondary Partner agrees to send to you copies of all maintenance records and photos of the boat every ninety days. If there is ever any doubt about the maintenance or storage, our company will inspect the boat upon notification.

The boat would be fully insured at all times with you listed as additional insured – by law, the insurance company would be required to notify you if there is a problem with the insurance. This way, you know the boat is insured at all times and you can cancel your existing insurance approximately thirty days after the agreements are complete.

The payments would be sent to you every month by the Secondary Partner in the form of a cashiers check or money order made payable to the lien holder listing you as the purchaser. If possible we will set up a direct draft. You will receive the payments at least ten days prior to your actual due date. This allows both you and the Secondary Partner to know that the payments are being made to the lien holder.

Disclosure/Terms

This agreement accompanies the Partnership Agreement. It discloses the boats financial information and explains the key terms of the Partnership Agreement.

Consultant Agreement

This is the agreement between Southwest RV and Marine and yourself. You appoint our company non exclusive Consultant for your boat; however, you retain all authority in regard to transfer or partnering of the boat. We require full access to all boats and yachts. You agree to maintain your insurance while we have access.. After you approve a potential Secondary Partner, we will arrange and/or verify full coverage insurance before allowing the Secondary Partner possession of the boat. After the transaction is completed, we will forward copies of all paperwork, including Secondary Partner's insurance binder, to you.

In the event of default by the Secondary Partner, we agree to correct the situation or repossess the boat. If the boat is repossessed you have two options: If the boat has been paid down into an equity position you may sell the boat and retain the equity. Or, we will market the boat to a second Secondary Partner and reimburse you for all money owed to you by the first Secondary Partner up to the amount of our net brokerage fee.

Limited Power of Attorney

This document allows us to secure licensing to payoff your loan and transfer title. This assures the Secondary Partner a secured interest in the boat.

Repossession Order

Although our goal is to place your boat with a solid individual who will pay off or refinance your boat, it occasionally becomes necessary to repossess a boat. This document is a standard form used by professional recovery companies. Your signature must be notarized.

There is no charge to boat owners for our services – the buyer pays us a brokerage fee. Please contact our office and we will answer any questions you may have about the agreements. Feel free to have the agreements reviewed by an attorney. References are available by request.

Thank you for taking the time to review our paperwork and for the opportunity to sell your boat.

Southwest RV and Marine

BOAT PARTNERSHIP AGREEMENT

Partnership made this _____ day of _____, 20_____, by and between:

Primary Partner: _____
Address: _____ City: _____ State: _____ Zip: _____
Driver's License Number: _____ State: _____ D.O.B. _____
Telephone # Home: _____ Work: _____ Cell: _____

Secondary Partner: _____
Address: _____ City: _____ State: _____ Zip: _____
Driver's License Number: _____ State: _____ DOB: _____
Telephone # Home: _____ Work: _____ Cell: _____

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

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The Primary Partner hereby partners to the Secondary Partner and the Secondary Partner hereby partners from the Primary Partner boat described on the attached schedule and on any other schedules hereinafter executed by the Primary Partner and the Secondary Partner with reference hereto, on the terms contained herein.

ARTICLE 2 DURATION

2.01. The term of this partnership of a boat shall commence on the partnership agreement date and shall extend for the period of time stated in the schedule covering such boat. Secondary Partner has exclusive use of boat during term.

Termination

2.02. This Partnership shall terminate upon (I) the end of the term of this Partnership, (ii) the return of the boat to the Primary Partner and (iii) the payment of all amounts owed under this Partnership. The Primary Partner may terminate this Partnership if the Secondary Partner defaults under this Partnership.

2.03. On expiration or termination of Partnership, the Secondary Partner has the option to purchase the boat for the buy-out option as mentioned in ARTICLE 9 of this agreement. If Secondary Partner does not exercise the buy-out option, Secondary Partner shall surrender boat to Primary Partner at Primary Partner's aforementioned address, free of all damage and in same condition as it was when received from the Primary Partner, reasonable use and wear and tear excepted. The Secondary Partner will pay any deductions to the wholesale value due to any defective or excessively worn components including, upholstery, carpet,

fiberglass or gel coat, hull damage, mechanical failure or the cost of repairing or replacing the same.

2.04. This Partnership may be terminated before the end or the term by agreement of the Secondary Partner and the Primary Partner. If the Secondary Partner wishes to terminate the Partnership early he should contact the Primary Partner. Except by agreement with the Primary Partner, the Secondary Partner may terminate this Partnership only if he returns the boat to the Primary Partner and he pays all amounts owed under this Partnership.

2.05. If the Secondary Partner keeps possession of the boat past the end of the Partnership term, the Secondary Partner shall continue to pay the monthly partnership payments shown in the attached schedule. The payments shall not permit Secondary Partner to keep the boat. The Secondary Partner also shall pay to the Primary Partner any damage which Primary Partner may have incurred because the Secondary Partner failed to return the boat at Partnership end.

ARTICLE 3 NON-ASSIGNABILITY BY SECONDARY PARTNER

Secondary Partner agrees not to assign this Partnership or to partner the Boat with anyone else. Secondary Partner agrees not to cause or permit the boat to become subject to any charge, lien or encumbrances. Primary Partner may assign the Partnership or all amounts due from Secondary Partner and in such event Secondary Partner agrees that:

- (1.) The assignee shall not be obligated to perform any express or implied obligation of the Primary Partner under the Partnership except to account for any refundable security deposit, subject to the provision of this Partnership.
- (2.) The assignee shall succeed to all rights of the Primary Partner under this Partnership agreement.

- (3.) No breach or default by Primary Partner or defense, offset or counterclaim by Secondary Partner against Primary Partner shall excuse performance by Secondary Partner of any obligation under the Partnership agreement.

ARTICLE 4 FEES

4.01. The Secondary Partner will pay to the Primary Partner the "Total Partnership" designated in the attached schedule at the Primary Partner's address or at any other address which the Primary Partner or an assignee of such rent may direct, monthly, in advance, in the amounts fixed in the attached schedule.

Default and Remedies

4.04. Time is of the essence. Any partnership payment not made within 5 days of its due date shall bear interest from the due date until paid at eighteen percent (18%) per annum. **THERE WILL ALSO BE A \$50 LATE FEE. An additional \$50 will be assessed for any checks or direct drafts returned as non sufficient funds.** If the Secondary Partner breaches any obligation under this Partnership or becomes subject to any proceedings in bankruptcy, or other law for the relief of debtors, or makes an assignment for the benefit of creditors, or if any insurance carrier cancels the insurance policies required under this Partnership or refuses to issue any policy the Primary Partner may at its election, with or without notice, and with respect to this Partnership:

- (1) In lieu of taking possession of any or all boats or terminating the Partnership, declare immediately due and payable all partnership payments then unpaid for the remainder of the term on account of the boats not taken. In which event the Secondary Partner shall pay the partnership payments on demand.
- (2) The Primary Partner may go on the Secondary Partner's property or premises where said boat may be and take immediate possession of said boats, without judicial process. If Primary Partner has free right of entry and any attempts to repossess is by lawful and peaceful means and terminate the Partnerships thereof, retain all rents theretofore paid by the Secondary Partner and recover past due rent, all sums payable under paragraph 2.03 of this Partnership and the excess, if any, of the rent reserved for the unexpired portion of the term over the market value of the use of the boats in question for the unexpired portion of the term, which if the Primary Partner so elects, shall be deemed to equal the wholesale value of the boat, net all of the expenses which are incurred, or would be incurred in the event of a sale to a dealer in the business of wholesaling like boats to retailers thereof.
- (3) Without terminating the Partnership, the Primary Partner may Partnership the boats to other persons for the Secondary Partner's account on terms and conditions for a period of time satisfactory to the Primary Partner and recover from the Secondary Partner monthly any excess of the Secondary Partner's agreed partnership payments over the net partnership proceeds received by the Primary Partner by reason of partnering for the Secondary Partner's account

Taking possession by the Primary Partner shall not cause a termination of Partnership until a sale occurs, or the Primary Partner gives the Secondary Partner written notice of termination. Even if the Primary Partner retakes the boat, the Secondary Partner must still pay at once the monthly partnership payments for the rest of the Partnership term and any other amounts that the Secondary Partner owes under this Partnership. The Primary Partner will subtract from the amount owed sums received from the sale of the boat in excess of what the Primary Partner would have invested in the boat at the end of the Partnership term.

All remedies are cumulative and may be exercised concurrently or separately from time to time. The Secondary Partner will pay all cost and expenses, including attorney's fees incurred in the preservation or enforcement of any right of the Primary Partner or obligation of the Secondary Partner under this Partnership. The Primary Partner may sell the boat at public or private sale with or without notice to the Secondary Partner.

Expenses, Fees, and Taxes

4.05. The Secondary Partner shall pay all costs, expenses, fees, and charges incurred in the use and operation of boat, including without limitation, gasoline, oil, maintenance, storage, fines, registration, and license fees and taxes, and all taxes of every kind and by whomsoever payable (other than federal income tax) on or in relation to boat and the ownership, partnership, purchase, sale, use of operation thereof.

If the Primary Partner pays any such cost or expenses, the Secondary Partner shall repay the amount thereof to the Primary Partner on demand. It's intended that the Secondary Partner shall pay all expenses and that Primary Partner receive the partnership provided for each Partnership as a net return.

Taxes

4.06. The Secondary Partner will pay all sales use and other taxes, and all fees and charges that are levied on the boat during the term of this Partnership. The Secondary Partner will also pay all taxes that are charged to this Partnership. The Secondary Partner will also pay all taxes that are charged to Primary Partner by reason of the Primary Partner's interest in the boat except for Income Tax. **Primary Partner agrees to allow Secondary Partner any income tax deductions for interest paid lien holder, when applicable and only as allowed by Law.**

ARTICLE 5 WARRANTIES

THE PRIMARY PARTNER MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR VALUE OF BOAT. BOAT IS PARTNERSHIPED "AS IS."

ARTICLE 6 TITLE AND LICENSING

Title

6.01. Secondary Partner understands that the certificate of title on the boat will be in the name of the original boat buyer, which may or may not be the Primary Partner.

Possession of Title

6.02. Title will remain in possession of the financial institution extending credit for the boat until such time as the balance due and owing on the note securing paying of the boat is paid.

Licensing

6.03. Prior to the expiration of any licensing period, the license for each boat shall be procured by the expense of the Secondary Partner. **SECONDARY PARTNER SHALL FORWARD CERTIFIED FUNDS IN THE AMOUNT DUE LICENSING AUTHORITIES TO PRIMARY PARTNER. PRIMARY PARTNER AGREES TO RENEW LICENSING IN A TIMELY MANNER AND FORWARD TO SECONDARY PARTNER.** Licensing shall remain in name of Primary Partner. **REGISTRATION MUST REMAIN ON BOAT AT ALL TIMES.**

Use of Boat Outside State

6.04. No boat shall be removed from, or domiciled, or operated outside the State of _____ except with the prior written consent of the Primary Partner and only to the extent permitted by the Primary Partner.

ARTICLE 7 MAINTENANCE, USE, OPERATION, AND STORAGE

Maintenance

7.01. By accepting delivery thereof, the Secondary Partner shall keep and return boat in good repair and properly serviced and lubricated in accordance with the recommendations set forth in the "Manufacturer's Manual" and shall pay when due all indebtedness which may give rise to a lien for labor or materials against each boat. All replacement of parts, additions, repairs and accessories for each boat shall become a part thereof and shall be property of the Primary Partner.

In addition to above, Secondary Partner agrees to change oil and lubricate boat no later than every 20 hrs. and to have boat tuned up including spark plug timing, and all necessary adjustments no later than every 60 hrs.

Excess Wear and Tear

7.02. The Secondary Partner agrees to keep the boat in the same condition as when Secondary Partner takes possession. The Secondary Partner will pay the cost of all repairs to the boat that are not the results of normal wear and tear. These costs include but are not limited to:

- I. scratches, chips or dings in outer hull as well as fading or oxidizing of paint due to over exposure or wet storage;
- II. repair all mechanical defects;
- III. repair or replace any worn seat covers or carpet or tears/damage to upholstery of any kind.

Storage

7.3. Secondary Partner agrees to store boat in an enclosed dry storage area or in a covered wet slip. Secondary Partner agrees to provide Primary Partner with location of storage area and description of such including photographs if required. Alternate storage methods must be approved in

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writing by Primary Partner. **BOAT CANNOT BE STORED OUTSIDE OR WITHOUT COVER. IF BOATS ARE TO BE STORED IN WATER WITHOUT HOIST THEY MUST BE TREATED WITH ANTI FOULING PAINT.** Secondary Partner agrees to allow Primary Partner access to boat including keys and/or combination/access code to locked storage facility. Primary and Secondary partner agree that boat will be stored at:

Type _____ of
Facility _____

Address _____

Contact _____ Person/Phone: _____

Winterization

7.04. Secondary Partner agrees winterize boat in accordance with the specifications contained in the manufacturer's manual. Winterization must be performed no later than November 21, of each calendar year or before freezing weather begins, unless otherwise approved by Primary Partner in writing to Secondary Partner.

Use and Operation

7.05. The Secondary Partner shall not permit any boat to be used except for lawful purposes, nor to be loaded, used or operated or stored negligently, improperly or in violation of any law or so as to cause or permit cancellation or suspension of insurance coverage, nor to be removed from continental limits of the United States without the written consent of Primary Partner.

Accidents

7.6. The Secondary Partner shall notify the Primary Partner of each accident or other occurrence which causes damage to each boat within twenty-four (24) hours thereafter, give all information and cooperation which the Primary Partner may reasonable request in connection therewith, promptly advise the Primary Partner of all claims and demands relating to any boat or the use, operation, or possession thereof, and aid in the investigation and defense of all such claims and in the assertion by the Primary Partner of any claims for its own account arising out of each accident or occurrence.

Hour Limitation

7.7. The Secondary Partner agrees to limit usage to 50 hours yearly. During partnership. Hours will be monitored during inspection by engine analysis computer. Secondary partner agrees not disconnect or alter actual hour meters. Secondary partner agrees to pay primary partner \$20.00 per hour for overage. Primary Partner agrees to refund overage if Secondary Partner exercises Buy-Out Option and purchases boat.

ARTICLE 8 INDEMNITY AND INSURANCE Indemnity

8.01. The Secondary Partner shall indemnify the Primary Partner, Consultant, lien holder, its directors, officers, employees, agents, and assigns and agree to hold them harmless from and against all liabilities, actions, suits, and proceedings of every kind, including the cost and expenses thereof, caused by, arising out of, or connected with each boat Partnership hereunder, including, without limitation the manufacture, selection, delivery, possession, use, operation and return of such boat, and any and all bodily injury, death, or property damage. The Primary Partner and his agents shall not be liable for any loss damage, or injury to the Secondary Partner of any kind and in any manner caused by or in connection with any boat, or the condition, reconditioning, repair, maintenance, possession or use thereof. The Secondary Partner will also indemnify the Primary Partner, his agents, and the lien holder from all claims, losses, and cost arising out of the use or condition of the boat. **The Secondary Partner will pay all fines on the boat or any driver of the boat during the term of the Partnership. If the Secondary Partner fails to pay the fines and the Primary Partner pays, the Secondary Partner will pay the Primary Partner a \$100.00 administrative charge for each**

time the Primary Partner must pay a fine, in addition to any fine or penalty imposed.

Risk of Loss, Damage, or Destruction

8.02. The Secondary Partner bears the risk of loss of, damage to, or destruction of each boat whether resulting from fire, theft, governmental action, collision, or any cause whatsoever.

Insurance

8.03. The Secondary Partner must insure the boat for the term of this Partnership. The insurance must protect the Secondary Partner, lien holder and Primary Partner Comprehensive fire and theft insurance with a deductible amount of not more than 1% of boat value or \$500. (ii) Collision and upset insurance with a deductible of not more than 1% of boat value or \$500. and (iii) Boat liability insurance with limits of not less than \$1,000,000.00 for any one person for bodily injury or death, any one accident for bodily injury or death, and property damage.

The Secondary Partner authorizes Primary Partner and lien holder to receive or collect any money paid under the insurance, endorse checks or drafts relation to the payment, cancel the insurance or settle or any claim with respect to the insurance. Whether or not the boat is insured, the Secondary Partner must still pay rent for the boat during the term of this Partnership if the boat is lost, damaged, stolen or destroyed. Unless listed in the schedule boat insurance and/or liability is not provided by Primary Partner.

ARTICLE 9

Buy-Out Option

9.01. The Secondary Partner has the option to purchase the boat at the end of the Partnership for balance due leinholder. If the Secondary Partner is not in default under the Partnership Agreement. The Secondary Partner must notify the Primary Partner 30 days prior to the Partnership end if the Secondary Partner wants to buy out Primary Partners interests and purchase the boat. Upon payment in cash of the buy-out option price plus taxes, the Primary Partner shall deliver title to the Secondary Partner.

ARTICLE 10

GENERAL PROVISIONS

Finance Agreement Between Original Boat Buyer and Financial Institution

10.01. Primary Partner & Secondary Partner understands that the financial institution's contract with the original boat buyer remains in full force and effect during the term of this Partnership agreement between Primary Partner and Secondary Partner.

This partnership agreement between the Primary Partner and the Secondary Partner does not supersede or nullify the terms and conditions contained in the financial institution's contract with the original boat buyer.

10.02. No delay or forbearance of the Primary Partner in the exercise of any remedy or right will constitute a waiver thereof and not preclude the further exercise of the same or any other right or remedy.

Governing Law

10.03. This Partnership shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be exclusively Austin County, Texas.

Notices

10.04. All notices hereunder may be given to a party at the address hereinafter set forth, and any notice so given shall be deemed to have been received twenty-four (24) hours after it has been deposited in the United States mail so addressed with postage prepaid.

Completion of Schedules

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10.05. The Primary Partner is authorized to insert in any schedule which was incomplete at the time when the same was executed all information necessary to identify the boat subject thereto and the date on which the same is delivered to the Secondary Partner.

Regular Inspections Every _____ starting _____

Service Department _____

Contact _____ Phone - _____

Secondary Partner agrees to notify Primary Partner of inspections and allow Primary Partner to communicate directly with service department performing inspections. Secondary Partner agrees to perform any necessary cosmetic or mechanical inspections.

Parties Bound

10.06. This Partnership shall be binding and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns where permitted by this agreement.

Legal Construction

10.07. In any case, if any one or more of the provisions contained in this Partnership shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Partnership shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Change of Address/Telephone Number/Storage Location

10.11. Secondary Partner agrees to notify Primary Partner within twenty-four (24) hours of a change of address or telephone number or storage location. Failure to do so will constitute default and subject to the conditions of Article 4.04.

Prior Agreements Superseded

10.08. This Partnership constitutes the sole and only agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Option Agreement

10.12. The following Option Agreement is a part of this Boat Partnership Agreement.

- (1.) Grant of Option. That for and in consideration expressed herein below, Primary Partner hereby grants to Secondary Partner the exclusive right or option to purchase the above boat at the price on the terms as set forth herein.
- (2.) Option Period. The option to purchase the said boat shall commence as of the time of execution of this Option Agreement and continue through the due date of the final payment under the Partnership Agreement between the parties unless: the Partnership Agreement is earlier terminated, Secondary Partner earlier defaults under the Agreement, or the boat is lost or receives damage rendering it a total loss for insurance claims purposes, in which event this option shall be null and void and any right hereunder shall be terminated without further notice.
- (3.) Early Payoff. Secondary Partner reserves the right to buy out Primary Partner and purchase boat at any time for the payoff balance due lien holder providing Secondary Partner is not in default and title is transferred from Primary Partner and Primary Partner has no further liabilities for the boat.

Payment

10.9. In form of a direct draft to Key Bank USA for \$1452.71. Direct Draft Instructions:

Inspection

10.10. Secondary Partner agrees to have boat inspected at the service department listed below as per the following schedule:

Initial Inspection no later than _____

Follow-up Inspection no later than _____

THIS IS A LEGAL, BINDING CONTRACT. IF YOU DO NOT UNDERSTAND IT YOU ARE ADVISED TO SEEK COUNSEL.

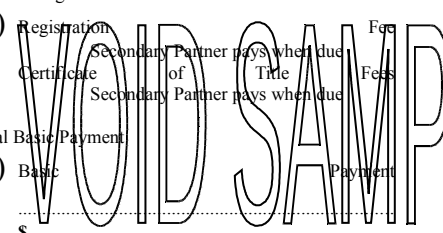
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BOAT PARTNERSHIP SCHEDULE

Date	HULL ID#	Official #	Year	Make	Model
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ENGINE 1 ID#	ENGINE 2 ID #	ENGINE 3 ID#
VELVETDRIVE ID #	VELVETDRIVE 2 ID #	3 ID#

- 1. Initial Charges
 - (a) Registration _____ Secondary Partner pays when due
 - (b) Certificate of Title Fees _____ Secondary Partner pays when due
- 2. Total Basic Payment
 - (a) Basic Payment _____
 - (b) Use or Rental Tax _____ Secondary Partner pays when due
 - (c) Maintenance _____ Secondary Partner pays
 - (d) Insurance _____ Secondary Partner pays
- (e) Total Monthly Payment \$ _____
- 3. Term of this Partnership _____ months, starting on the _____ date of this Partnership.
- 4. Payment Schedule: The Secondary Partner agrees to pay payments of \$ _____ The payments are due on the _____ day of each month, beginning with the month of _____, 2003. All amounts that the Secondary Partner must pay under this Partnership that are not included in the Total Monthly Payment will be paid directly by the Secondary Partner.
- 5. Total of Partnership Payments \$ _____
- 6. Total Partnership _____



Disclosure/Terms

The following are considered to be a disclosure and partial listing of the terms of a Boat Partnership and Purchase

Option Agreement between _____ (Primary Partner) and

(Secondary Partner) dated _____

REPRESENTATIONS. The parties hereto warrant and represent this private party transaction as follows:

- A. All representations and information provided by the parties to Consultant are true and accurate.
- B. Both parties acknowledge that they may be civilly and criminally liable for false information provided to Consultant. Either party shall be in default hereof should any information provided by such party be false.
- C. The parties hereto acknowledge that Primary Partner's title to the boat is encumbered with a lien. Primary Partner further discloses that _____ is the legal Lien Holder, current balance due as of date of Partnership is \$ _____ interest rate is _____ current payment schedule to Lien Holder is \$ _____ per month for months. Primary Partner warrants that all monthly payments due and payable have been fully paid, that said payment schedule is current and that there is no outstanding payment, charge or other fee due or accrued which may constitute a lien against the boat. A residual payment is required by the Lien Holder following the last monthly payment. There are no other liens or amounts owed on or for the boat other than stated above. Secondary Partner understands no title will be conveyed to the Secondary Partner except to the extent the Lien Holder is fully paid and only as agreed to in a separate written Option Agreement
- D. Primary Partner alone has unrestricted authority to receive monthly payments and it shall be Primary Partner's responsibility to forward said payments to Lien Holder per above payment schedule. Secondary Partner is directly responsible to Primary Partner, not Lien Holder.
- E. Primary Partner agrees upon completion of full performance of the Agreement (including payment schedule) the Option and Sales Agreement, if any automatically become enforceable.
- F. Secondary Partner/Buyer shall receive clear title from Primary Partner/Owner to the boat within thirty (30) days of full and final payment and the title shall be released to Secondary Partner/Buyer

1. **STORAGE.** Secondary Partner agrees to store boat in an enclosed dry storage area or in a covered wet slip. Boats stored in wet slips must be on lifts or treated with ant-fouling paint. Secondary Partner agrees to provide Primary Partner with location of storage area and description of such including photographs if required. Alternate storage methods must be approved by Primary Partner in writing.
2. **PAYMENTS.** Both parties agree payments are to be made in the form of a direct draft made payable to Lien Holder, listing Primary Partner as drafter.
3. **DUE DATES.** Both parties agree the due date of payments will be as specified in the attached Partnership agreement. This date will be at least ten days prior to the actual date payments are required to be made to the Lien Holder.
4. **INSPECTION.** Secondary Partner agrees to allow Primary Partner or his assignee the right to inspect boat at any time providing Primary Partner gives Secondary Partner 24 hr. notice of said inspection. Secondary Partner further agrees to forward to Primary Partner on a regular 90-day basis copies of all maintenance records and detailed photographs of exterior and interior of boat.
5. **DEFAULT.** Both parties understand that the Secondary Partner will be considered in default, and the boat will be subject to repossession by Primary Partner or his agent for violation of any of the clauses of the attached Partnership contract. Including but not limited to the following:
 - A. Failure to make payments within the five (5) day grace period as per Article 4.04 of the Partnership Contract.
 - B. Failure to maintain the boat as per Article 7.01, or failure to winterize as per Article 7.04.
 - C. Failure to repair any excess wear and tear to boat as per Article 7.02.
 - D. Failure to insure boat in accordance with Article 8.03 of the Partnership Contract or cancellation of said insurance.
 - E. Failure to notify Primary Partner within twenty-four (24) hours of a change of address, phone number, or storage location.
 - F. Failure to disclose storage location of boat.

Boat will also be subject to repossession if Secondary Partner fails to pay money or promissory notes due Consultant.

- 6. **REPOSSESSION.** Both parties understand that in the event of repossession Consultant is not responsible for any personal property left in boat by Secondary Partner. Furthermore, any add-on items such as stereos, radios, alarm systems, etc., will become a permanent part of the boat and will not be removed.
- 7. **DISPUTES.** Any claim, dispute, or controversy arising out of or in connection with or relating to this agreement or to the breach or alleged breach thereof shall be submitted to arbitration in the city of Austin, State of Texas, USA before a single arbitrator agreeable to both parties. If the parties cannot agree on a designee within six (6) weeks arbitration shall proceed in Austin, Texas before a single arbitrator appointed by the American Arbitration Association. The award rendered in such form that judgment may be entered thereon in any court having jurisdiction thereof.
- 8. **RETURN OF BOAT.** In the event of repossession, the return of boat to Secondary Partner will be at the discretion of the Primary Partner. If the boat is returned to Secondary Partner, Secondary Partner agrees to pay all moneys owed to Primary Partner as well as two additional payments and a brokerage fee equal to 10% of the value of the boat to Consultant.
- 9. **TRANSFER OF TITLE.** Both parties agree that the Secondary Partner has the right to pay-off the balance due lien holder on boat and transfer title at any time, providing he/she is not in default.
- 10. **REFINANCING.** Secondary Partner agrees to put forth every effort to refinance boat. Including hiring the following Credit Repair Agency:

Agency _____

Address _____

City, State, Zip _____

Phone _____

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WARRANTY AND LIABILITY DISCLAIMER. PRIMARY PARTNER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, IN CONNECTION WITH THE BOAT. THE PRIMARY PARTNER SHALL NOT BE LIABLE TO ANY PERSONS FOR ANY LOSS, COST OR DAMAGE WHATSOEVER, OR HOWSOEVER ARISING, WHETHER FROM THE POSSESSION, USE, LOSS OF USE, INTERRUPTION OF SERVICE, BUSINESS LOSS OR INJURY TO ANY PERSON OR PROPERTY, REPAIR, MAINTENANCE, SERVICE FOR THE BOAT, OR ITS' CONDITIONS (INCLUDING WITHOUT LIMITATION, LATENT OR PATENT DEFECTS, WHETHER OR NOT DISCOVERABLE) AND WHETHER OR NOT PRIMARY PARTNER IS CLAIMED TO BE, OR IS, ACTIVELY OR PASSIVELY NEGLIGENT OR LEGALLY LIABLE FOR ANY OF THE FOREGOING PRIMARY PARTNER WILL INFORM SECONDARY PARTNER OF ANY EXPRESS WARRANTY OF THE BOAT MADE BY ITS' MANUFACTURER WHICH MAY BE ASSIGNED BOTH PARTIES WARRANT THEY HAVE NOT RELIED UPON AN EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY OTHER PERSON OR AGENT INCLUDING Consultant TO ENTER THIS AGREEMENT. PRIMARY PARTNER _____

SECONDARY PARTNER _____

This agreement is made and entered into this _____ of _____ by and between:

Consultant Agreement

Southwest RV and Marine hereinafter referred to as "Consultant " and Primary Partner." PRIMARY PARTNER is the owner of a:

hereinafter referred to as

Year: Make: Searay Model: Official #:
Hull ID#: Engine ID#: Velvetdrive ID#:
hereinafter referred to as "boat."

1. **Appointment.** The Primary Partner hereby appoints Consultant as non exclusive nominee and agent to locate a Secondary Partner for the boat during the term of this Agreement. Consultant does not have either implied or written authority to sell, Partnership, retain, or transfer possession of said boat and is only acting as appointed agent for the specific purpose stated herein. Primary Partner retains all authority with regard to transfer of possession and/or title of the boat.
2. **Access to Boat.** Primary Partner hereby allows Consultant access to Boat. Primary Partner agrees to maintain full coverage insurance on boat while Consultant has access and releases Consultant from any liabilities arising from boat during access by Consultant. Primary Partner agrees to allow Consultant 90 days to market boat. Contract automatically renews unless canceled.
3. **Warranty.** The Primary Partner hereby warrants the boat to be free of defects and mechanically sound in good working condition, and agrees that in the event a defect, or damage should manifest itself or otherwise occur which results from any use, including agent's occurring prior to delivering possession to Secondary Partner, Primary Partner, or at the option of Agent will either (i) assume liability and pay for repairs or (ii) cancel the Contract, which cancellation shall be deemed an elective termination and in any event Primary Partner shall hold Agent harmless for any damage or loss to or from the boat.
4. **Partnering of Boat.** Consultant agrees to put for the every effort to locate a Secondary Partner for boat, however, Consultant is not in any way obligated to do so. Primary Partner has read all contracts involved with the Partnership of boat including Boat Partnership, Consignment/Marketing, Terms/Disclosures, and any other associated contracts or Agreements. Upon approval of Secondary Partner, Consultant will arrange and verify all coverage in such a way that Primary Partner will be listed as a additional insured. Consultant is in no way responsible for payments, insurance premiums or cancellation of insurance. Primary Partner will receive a copy of all completed contracts and Secondary Partner Application with 10 days of termination between Secondary Partner and Consultant. Primary Partner understands any money paid by Secondary Partner to the Consultant are non-refundable brokerage fee and have not int to do with the price payments, or costs of the boat.
5. **Default by Secondary Partner.** In the event of default by Secondary Partner either by nonpayment, cancellation of insurance, or violation of any terms of the Boat Partnership Contract, Consultant agrees to put forth every effort to repossess boat, (including contracting a repossession service if necessary) providing Primary Partner allows Consultant to re-market boat. When boat is repartnered to second Secondary Partner Consultant agrees to deduct from brokerage fee any money owed to Primary Partner by first Secondary Partner and forward said money to Primary Partner. If the total amount owed Primary Partner exceeds the amount of second Secondary Partner brokerage fee Consultant will in no way be responsible for the difference.
6. **Indemnification.** Primary Partner agrees to hold harmless Consultant its officers, stockholders, employees, agents and representatives from and against any and all claims, liabilities, damages, cost or expenses (including reasonable attorneys' fees) and causes of action arising out of or in connection with, or resulting from any act or omission to act by Primary Partner in connection with the transactions which are the subject of this or any associated agreement, or resulting from any act of Consultant undertaken in furtherance of the terms hereof.
7. **Disputes.** Any claim, dispute or controversy arising out of or in connection with or relating to this agreement or to the breach or alleged breach thereof shall be submitted to arbitration in the city of Austin, State of Texas, USA before a single arbitrator agreeable to both parties. If the parties cannot agree on a designee within six (6) weeks, arbitration shall proceed in Austin, Texas before a single arbitrator appointed by the American Arbitration Association. The award rendered in such form that judgment may be entered thereon in any court having jurisdiction thereof.

8. **Governing Law.** Governing law shall be with the state of Texas. Venue shall be exclusively Austin County, Texas.
9. **Non-Compete.** Primary partner acknowledges Consultants clients and agrees not to conduct any business with said clients for a period of one year from date of disclosure of said clients and less Consultant is paid a commission equal to 10% of the value of the business or assets involved.
10. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements.
11. **Disclosure.** Primary Partner hereby warrants that he/she is the legal owner of boat, and that boat is encumbered with a lien. Primary Partner further discloses that _____ is the legal Lienholder, current balance due as of date of Partnership is \$ _____ interest rate is _____ Current payment schedule to Lienholder is \$ _____ per month for _____ months. Primary Partner warrants that all monthly payments due and payable have been fully paid, that said payment schedule is current and there is no outstanding payment, charge or other fee due which or accrued which constitute a lien against the boat. If boat is financed on a Partnership basis the residual payment required by lien holder following the last payment .
12. **Cash Sale.** Consultant reserves the right to sell boat on a cash basis. Primary Partner agrees to sell boat for a minimum sales price of \$ _____

Primary Partner acknowledges this agreement and its performance may violate the terms of Owners/Primary Partner's financing agreement with lien holder. Primary Partner understands that it is not the intention of Consultant to interfere with the contractual relationship between Lien holder and Primary Partner.

THIS IS A LEGAL, BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND IT YOU ARE ADVISED TO SEEK LEGAL COUNSEL.

Primary Partner:

Consultant:

LIMITED POWER OF ATTORNEY

STATE OF _____

COUNTY OF _____

I, _____, Owner of _____ HULL ID#: _____
 ENGINE ID#: _____ VELVETDRIVE ID#: _____ OFFICIAL #: _____,
 Do make, constitute and appoint, _____ my true and lawful attorney, for me, in my place and stead, to sell and assign title to or manage the disposition of said Boat, and to execute all necessary written instruments in connection therewith, and whatever necessary in the sale, or registration of said Boat, hereby ratifying any and all acts that my said attorney may do or perform hereunder. I authorize, ratify and adopt the act of _____ signing my name to any necessary written instrument in connection with the sale, or registration of said Boat without the disclosure of the power of attorney relationship.

Executed on this the _____ day of _____, 20 ____

Signed _____

Subscribed and sworn before me on this _____ day of _____, 20____
Personally appeared _____ and acknowledged to me that he executed the same for the
purposes and consideration therein expressed.

Notary Public
In and For _____
My Commission Expires _____

REPOSSESSION ORDER

Know All Men By These Presents:

I, _____, owner of
Hull ID#: _____ Engine ID#: _____ Velvetdrive ID #:
Official #: _____

Whereas, _____ has requested _____ to take possession of said personal property
from _____.

Whereas, notes are past due and/or contractual agreements have been violated and
tends to repossess property in partial satisfaction of debt.

_____ has agreed to repossess personal property and take possession of same for
and,

_____ is to take full responsibility for said repossession and agrees to protect
_____ in all legal proceedings that may arise from said repossession and,

In consideration of the premises and agreements _____ does by these presents obligate itself
to save and protect _____, its officers, servants, and employees from virtue of said
repossession.

Executed on this _____ day of _____, 20____

Signed _____

Subscribed and sworn before me on this _____ day of _____, 20____ did personally appear _____ and acknowledge to me that he/she executed the same for the purposes and considerations therein expressed.

Notary Public

In and For _____ My Commission Expires _____

Please complete as much information as possible. Fax to 702-425-9453. If photos are available email to admin@swrvandmarine

Contract Information (IF HANDWRITING, LARGE CLEAR LETTERS PLEASE)

Year:

Make:

Model:

Length:

Hull ID:

Engine1 ID#:

Engine2 ID#:

Engine3 ID#:

Outdrive1ID#:

Outdrive2ID#:

Outdrive3ID#:

Boat Registration Number:

Registration Expiration:

Trl ID#:

Trl Registration/Expiration:

Lienholder:

Lienholder Account #:

Lienholder Address:

Payoff:

Exact Payment:

Number of Payments Remaining:

Payment Due Date:

Interest Rate:

Owner Name:

Owner Address, City, State, Zip:

Owner Home Phone:
Owner Work Phone:
Owner Cell Phone:
Owner email: .
Owner Date of Birth:
Owner Drivers License #:

Boat Options (PLEASE LIST IN GREAT DETAIL -- SPECS SELL BOAT!)

YR/Mk/Mdl:
Length:
Beam:
Color:
Hull Style:
Interior Configuration:
Interior Color:
Engine/Motor Yr/MK/Mdl:
Horsepower:
Approx Engine Hours:
Fuel Type:
Fuel Capacity:
Outdrives:
Props:
Trailer Yr/Mk/Mdl:
of trailer Axels:
Electronics:
List All Options In Detail: