



COMMERCIAL CONTRACT AGREEMENT

This Agreement is made as of the Effective Date (defined below), by and between BoatsForSale.com ("Provider"), a marine marketplace platform, and the undersigned boat dealer, OEM boat builder, or other marine-based business ("Customer").

1. TERM AND FEES

1.1 Initial Term. This Agreement shall be valid for an initial ninety (90) day – 3 Month term ("Trial Term") commencing on the Effective Date.

1.2 Monthly Subscription. Customers agree to pay \$1,000 per calendar month to list boats on the BoatsForSale.com marketplace ("Marketplace").

1.3 Free Listing Period. If the Customer elects to terminate this Agreement in writing after the Trial Term, Customer shall be granted three (3) additional months of listing at no charge. No refunds or partial credits will be issued.

1.4 Billing Terms. Monthly fees are due on the first of each month via ACH. Failure to remit payment within ten (10) days may result in temporary suspension of listings until payment is received.

2. LISTING REQUIREMENTS

2.1 Authentic Listings Only. Each listing must correspond to a physically existing boat and include a valid and verifiable Hull Identification Number (HIN).

2.2 Unlimited Quantity. The number of boats listed is unlimited, provided each boat meets the criteria in Section 2.1. Phantom or fictitious listings are strictly prohibited.

2.3 Data Integration. All boat listings can be created using WizzBanger Value ("WBV") platform and will be automatically populated to BoatsForSale.com or can be integrated via connections to systems like Dealerspike. Each listing will include a downloadable WBV PDF detailing the boat's specifications, valuation, and market positioning.

2.3.1 Integration Fees. The \$2500 setup fee will be waived by the Provider. Customer and Provider are responsible for their own costs relating to integration activities.

2.3.2 Tasks and Schedule. The Customer will provide all necessary contact information and integration specifications required by the Provider to integrate systems. Timing for on-boarding will depend on access to the necessary information. Typical on-boarding takes between 1 to 2 weeks.

2.4 Modification Rights. Customer may add or remove listings during the monthly term as long as each boat remains compliant with this Agreement.

2.5 Listing Standards. Each boat listing must include high-resolution photos, detailed specifications, and accurate pricing. Listings that do not meet these standards may be removed by Provider. It is preferred that customers use Boatsforsale enhanced listing service to SEO tag descriptions.

3. REPRESENTATIONS AND WARRANTIES

3.1 By Customer:

- Customer represents and warrants that it is legally authorized to list, market, and sell each boat it submits to the Marketplace.
- Each boat listing contains accurate, truthful information and a valid HIN.
- No listings shall mislead buyers or falsely advertise availability or specifications.
- Customer agrees not to post boats that are sold, nonexistent, or unavailable.

3.2 By Provider:

- The provider will host and display listings in accordance with its normal operations and shall use commercially reasonable efforts to ensure uninterrupted access to the Marketplace.
- The provider disclaims all warranties, express or implied, except as specifically stated herein.

3.3 Customer Benefits:

- Free access to WizzBanger Value platform for listing and valuation.
- A professional, branded WBV PDF included with each listing.

- Dedicated customer support; all service inquiries will be responded to within 24 hours.
 - Inclusion in BoatsForSale.com lead generation campaigns.
 - Priority exposure on BoatsForSale.com homepage and featured listings section.
 - Monthly analytics report summarizing listing performance, impressions, and leads.
 - Access to marketing support including co-branded social content and listing optimization.
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4. MARKETING AND MARKET SHARE

4.1 **SEO and Visibility.** BoatsForSale.com continues to grow its digital footprint through advanced search engine optimization (SEO), backlink strategy, and aggressive content marketing. Customer listings benefit directly from this exposure.

4.2 **Brand Strength.** BoatsForSale.com is rapidly gaining market share in the marine retail and resale segments, known for transparent listings, robust dealer tools, and integration with the leading valuation platform, WizzBanger Value.

4.3 **Ongoing Promotions.** Provider may periodically feature Customer listings in targeted email campaigns, social media promotions, and Google advertising campaigns at no additional cost.

5. TERMINATION

5.1 **By Customer.** Customer may terminate this Agreement for any reason after the Trial Term by providing written notice to Provider. Upon such notice, the Customer shall receive three (3) additional months of free listing.

5.2 **By Provider.** Provider may terminate this Agreement for any violation of Section 2.1 or material breach of any term.

5.3 **Effect of Termination.** Upon termination, all listings will be removed from the Marketplace within five (5) business days.

6. MISCELLANEOUS

6.1 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida.

6.2 **Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement between the parties and supersedes any prior agreements.

6.3 **Assignment.** Customer may not assign this Agreement without prior written consent from Provider.

6.4 **Modifications.** No amendment to this Agreement will be effective unless in writing and signed by both parties.

6.5 **Notices.** All notices shall be sent to the parties at the addresses listed below or via email as agreed upon.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date below.

Effective Date: _____

Customer (Boat Dealer / OEM Builder)

Company Name: _____

Authorized Signatory: _____

Title: _____

Date: _____

BoatsForSale.com (Provider)

By: _____

Title: _____

Date: _____