



THE MINI STORE LLC

P.O.Box 363
Marblehead, MA 01945 USA
Phone: 800.299.2636 Fax: 781.836.0767
minisinamerica.com



PURCHASE & SALES AGREEMENT

Date: _____
TMS Invoice No: _____

Purchaser's Information

Name: _____
Address: _____
City, State & Zip: _____
Phone: _____
Cell: _____
Email: _____

Dealer: The Mini Store

Boat Information

Builder: Porta Fiberglass
Model: M65
Hull No: TBD

M65 Standard Base Boat _____ **\$45,000.00**

Hull Color: (white std.) _____

Nonskid Color:(white std.) _____

Sails - Doyle:

Mainsail	TBD	<input type="checkbox"/>
Jib	TBD	<input type="checkbox"/>
Genoa	TBD	<input type="checkbox"/>
Code O	TBD	<input type="checkbox"/>
Assym. Spinnaker	TBD	<input type="checkbox"/>
Small Spinnaker	TBD	<input type="checkbox"/>
Storm Trysail	TBD	<input type="checkbox"/>
Storm Jib	TBD	<input type="checkbox"/>

Trailer:

Single Axle - Max Load 3,000 lbs _____ TBD

Notes:

	Standard Base Boat		\$45,000.00
	Total Options		-----
		Subtotal:	\$45,000.00
	Sales Tax	<input type="text"/>	-----
		Total:	\$45,000.00
Payment Schedule:			
	Reserve Build Slot	20%	\$9,000.00
	Start of Construction	20%	\$9,000.00
	Casting of Keel	20%	\$9,000.00
	Bonding Deck to Hull	20%	\$9,000.00
	Delivery	20%	\$9,000.00

Pricing is based on M65 Specifications dated July 1, 2009. and is subject to change without prior notice or obligation. All prices FOB Edgewater, FL.

General Conditions

1. This Sales Agreement shall be valid only as and when accepted in writing by the Seller signed by its president.
2. In the event the manufacturer of any item covered by this Sales Agreement shall increase or decrease the selling price thereof to the Seller prior to delivery to the Seller, the price of any item enumerated herein shall be increased or decreased by an amount equal to the percentage of increase or decrease on such item which the Seller shall be obliged to pay such manufacturer. In the event, however, that the purchaser may be dissatisfied with such price change, he may, within ten days notice of such change, cancel this order.
3. Upon the failure or refusal of the Purchaser to complete said purchase within ten days after delivery by the manufacturer and notification to the purchaser, for any reason other than cancellation on account of an increase in price, the cash deposit may be retained as liquidated damages; and in the event a used boat and/or engine has been taken in trade, the Purchaser hereby authorizes the Seller to sail said used boat and/or engine and the dealer shall be authorized to reimburse himself out of the proceed of such sale, for expenses specified in paragraph 3 above and also for his expenses and losses incurred or suffered as the result of the Purchaser's failure to complete said purchase.

4. The manufacturer has the right to make any changes to the model or design or any accessories and part on any new boat and/or engine at any time without creating obligation on the part of either the Seller or manufacturer to make corresponding changes in the boat and/or engine covered by this Sales Agreement either before or subsequent to the delivery of such boat and/or engine to the Purchaser.
5. The Seller shall not be liable for any delay or default due to; Acts of God, delays in transportation, inability or delay of manufacturer or supplier to obtain necessary labor, material or equipment or complete delivery of the boat in proper working condition; strikes, fires, floods, accidents or other causes beyond the control of the Seller.
6. The price of the boat and/or engine quoted herein does not include any tax or taxes imposed by any government authority prior to or at the time of delivery of such boat and/or engine unless expressly so stated, but the purchaser assumes and agrees to pay unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability.
7. The Seller has made no representations nor makes any representations, express or implied, regarding the equipment covered by this order, except that that the seller will deliver to the purchaser good title to said equipment free from all liens and encumbrances.
8. Warranties by the manufacturer of the equipment covered by this Sales Agreement are limited to such warranties as may accompany the individual items of equipment ordered hereunder. In any event, the Seller's warranty is limited to an obligation, subject to warranties by the manufacturer or such equipment, to repair or replace any item of equipment sold hereunder, at the Seller's own expense, which proves to be defective in workmanship or material, only to the limits set by the written manufacturer's warranty. No officer or other representative or agent of the Seller is authorized to assume any other liability or obligation with the sale of the equipment or materials covered by this Sales Agreement, and no other liability or obligation may be assumed.
9. Title to the good or boat(s) covered by this Sales Agreement shall remain with the Seller until all sums due and to become due hereunder shall be fully paid by Bank Check, Wire Transfer by the Purchaser. Purchaser accepts delivery of the boat at the places he designates for delivery.
10. This Agreement may not be changes orally in any respect and contains the full and complete understanding between the Seller and Purchaser regarding the purchase, sale and delivery of the equipment enumerated herein.

The Mini Store LLC

Date

Purchaser

Date