



CENTRAL LISTING AGREEMENT

YACHT SALES FLORIDA, LLC
111 2nd Ave NE Suite 105
St Petersburg, FL 33701
727-553-9551 Office
727-896-5175 FAX

1. It is agreed that Yacht Sales Florida, LLC (hereinafter referred to as Broker) is hereby granted an exclusive right to sell and therefore authorized to manage the sale of the vessel named: _____ type (mfg): _____ length: _____ year: _____ Official No.: _____ flag: _____, on a multiple listing basis. This Vessel will be offered for sale at a gross asking price of \$_____ and no other price shall be quoted without specific authorization from Owner. Broker agrees to submit any and all offers of any type to the Owner for consideration. The Owner agrees to sell the yacht to a customer of Broker, or to a customer of a sublisted broker who is ready, willing and able to purchase at this price, or at any other price and terms the Owner may accept.
2. The Owner agrees that Broker is providing a valuable service of a kind which is for the use and benefit of both the Owner and the Vessel by distributing listing information to the brokerage industry, advertising the Vessel for sale and exposing it to the buying public, and providing consultation with regard to the marketability of the Vessel. Therefore, Broker is authorized to and shall distribute information describing the Vessel to its clients and to other brokers it judges qualified to negotiate a sale. It will be the responsibility of the Owner to supply pictures and plans and all detailed information, and also keep Broker informed about any changes in location, price or specifications of the Vessel.
3. Upon the sale, donation, trade, charter or exchange of the Vessel, or if it is otherwise transferred or conveyed during the term of this Agreement by the Owner, or anyone acting on behalf of the Owner, the Owner agrees to pay Broker a fee of ten percent (10%) of the gross sale price. Any sublisting broker involved in the sale shall receive his fee from Broker. The Owner shall not pay more than ten percent (10%) of the agreed sale price regardless of who sells the Vessel. The sale, donation, trade or exchange of a majority of the stock, or equitable interest of a corporate or limited partnership holding title to Vessel by Owner shall be construed as a sale for the purposes hereof.
4. It is specifically understood and agreed that Broker does not assume and is not delegated care, custody, or control of the Vessel. It is further agreed that the procuring of such docking and/or mooring space for the Vessel by Broker for the purpose of making the Vessel available for inspection by potential purchasers is not to be deemed as an assumption of the custody or control of the said Vessel by Broker. The possession, custody and control of said Vessel shall at all times remain as the Owner designates for the safety, security and protection of the Vessel at whatever location the Vessel is moored or stored for the purposes of being available for inspection by potential purchasers and Broker shall not be deemed to be responsible for the security, safety or protection of the said Vessel during this period of time, and shall not be responsible for any damage or loss to the Vessel. Permission is hereby given to Broker for its salesmen and sublisted brokers to board and show the Vessel, by appointment, or as otherwise agreed. The Owner shall keep the Vessel fully insured for inspection, sea trial and marine survey purposes.
5. This agreement shall remain in effect until the Vessel is sold unless cancelled by either party by giving the other party ninety (90) days prior written notice of cancellation. This Agreement shall remain in effect for a minimum of one hundred and eighty (180) days. Upon cancellation or expiration, this Agreement will convert to an open non-exclusive listing.
6. Broker will make reduced advertising rates available to the Owner for special advertising, if desired.

Disclaimer: This form has been prepared for the exclusive use and benefit of the members of the Florida Yacht Brokers Assn. and their clients. While care has been used in the preparation of this form, the Florida Yacht Brokers Assn. accepts no liability for any damages, which might result from or related to its use. Moreover the Florida Yacht Brokers Assn. hereby expressly disclaims any and all liability, or warranties, both expressed and implied, that might be wrongfully inferred by a user. R. 9/03

7. The Owner further agrees to pay the same fee of ten percent (10%) should he, at any time within one (1) year after termination of his Agreement, sell, trade, exchange, charter, or otherwise transfer or convey the Vessel in any manner to any party to whom Broker or one of its sublisted brokers has submitted the Vessel during the term of his Agreement.
8. Broker shall endeavor and use its best efforts according to the standard of the industry, to procure a purchaser for the vessel, and the Owner agrees to refer immediately to Broker all inquiries or offers received from other brokers or parties interested in purchasing the Vessel, during the term of this Agreement. Accordingly, Broker will be entitled to the commission described herein if the Vessel is sold solely by the Owner or by any other broker to a purchaser referred by the Owner.
9. If any dispute arises between the Owner and Broker regarding this Agreement, such dispute will be submitted and settled in accordance with the rules of the American Arbitration Association, in Fort Lauderdale, Broward County, Florida, and the decision of the arbitrator(s) shall be final and binding.
10. This Agreement is binding on Broker and the vessel's Owner, its heirs, executors, successors, administrators and assigns.

OWNER INFORMATION:

Name of Boat Owner: _____
 Address (Street): _____ (City) _____ (State) _____ (Zip) _____
 Business Phone: _____ Residence Phone: _____
 Cell Phone: _____ E-mail: _____
 Vessel Location: _____
 Special Showing Instructions: _____

Owner:

Broker:

 (Signature of Boat Owner)

 (Signature of Broker or Authorized Representative)

 (Print Name)

 (Print Name)

 Date

 Date

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