

Yachtseek.com

Multiple Listing Agreement

1. It is agreed that _____ hereinafter referred to as Broker) is hereby granted exclusive right to sell and therefore authorized to manage the sale of the vessel named: _____ type: _____ length _____ Flag: _____ on a multiple listing basis. This yacht 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 other 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.

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 yacht 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 yacht.

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 yacht. The sale, donation, trade or exchange of a majority of the stock, or equitable interest of a corporate or limited partnership holding title to a vessel by Owner shall be construed as a sale for the purposes thereof.

It is specifically understood and agreed that Broker does not assume and is not delegated care, custody, or control of the yacht. It is further agreed that procuring of such docking and/or mooring space for the Owner's vessel by Broker for the purpose of making the vessel available for inspection by potential purchasers is not deemed as an assumption of the custody or control of 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 yacht, by appointment, or as otherwise agreed. The Owner shall keep the yacht fully insured for inspection, sea trial and marine survey purposes.

This agreement shall remain in effect until the yacht is sold unless cancelled 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.

Broker will make reduced advertising rates available to the owner for special advertising, if desired.

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 this Agreement, sell, trade, exchange, charter, or otherwise transfer or convey the yacht in any manner to any party to whom Broker or one of its sublisted brokers has submitted the yacht during the term of this Agreement.

Should the yacht be donated during the term of this Agreement or within one (1) year thereafter, the Owner agrees that the donation will be handled by Broker without change to the Owner and the commission payable in connection therewith shall be paid by the donee.

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.

. In the event that Owner enters into a contract to sell the vessel and pursuant to that contract, Owner retains liquidated damages on account of buyer's breach of that contract, then those liquidated damages

shall be applied first to pay all expenses incurred in broker's attempts to sell the vessel (including but not by any way of limitation, surveys and haulouts), and then the remainder shall be divided equally between Owner and Broker provided however, that Broker's share shall in no event exceed the commission set forth in this Agreement. If there is any dispute with regard to terms, rights, obligations, applications or enforceability hereof, the prevailing party in such dispute shall be reimbursed by the other party for all attorney's fees and costs of court, including all appellate actions.

. 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.

2. . This Agreement is binding on Broker and the yacht's Owner, its heirs, executors, successors, administrators and assigns.

OWNER INFORMATION

NAME: _____

ADDRESS: _____

BUSINESS PHONE: _____ **RESIDENCE PHONE:** _____

OTHER PHONE #s: _____

VESSEL LOCATION: _____

SPECIAL SHOWING INSTRUCTIONS _____

OWNER:

(Authorized Signature)

BROKER:

(By: _____)

Dated: _____