

## YACHT BROKERAGE CENTRAL LISTING AGREEMENT

1 On this date \_\_\_\_\_,  
2 (indicate which capacity: sole owner, joint owners, or corporate owner), hereafter referred to as the OWNER, authorizes  
3 \_\_\_\_\_, hereafter referred to as the BROKER, to sell the  
4 \_\_\_\_\_ named \_\_\_\_\_,  
5 referred to as the YACHT.

6 A. The YACHT shall be listed for a total asking price of \_\_\_\_\_  
7  
8 (\_\_\_\_\_) and shall not be advertised at any other price unless the OWNER notifies the  
9 BROKER of a price change.

10 B. The OWNER hereby grants the EXCLUSIVE RIGHT OF SALE to the BROKER referred to above, and agrees not  
11 to list the YACHT with any other party. The OWNER further agrees:

- 12 1. And warrants having good title and the lawful right to convey such title to the YACHT.
- 13 2. To furnish the BROKER with specifications, an inventory of the equipment to be included in the sale, a  
14 copy of the YACHT'S registration and/or Document, and photographs of the YACHT (if available).
- 15 3. To notify all prospective purchasers or brokers who contact the OWNER directly that negotiations must be  
16 conducted through the BROKER.
- 17 4. To supply the BROKER with the names of all prospective purchasers who contacted the OWNER directly.
- 18 5. To pay the BROKER a commission equal to \_\_\_\_\_ percent (\_\_\_\_%) of the selling price if the YACHT is  
19 in any manner sold, donated, traded, leased or chartered (for more than one month) during the term of this  
20 agreement, including any such transfer by OWNER. The commission shall be based upon the contract price  
21 accepted by the OWNER prior to any adjustments made to compensate a buyer for defects or discrepancies  
22 revealed subsequent to the OWNER'S acceptance of an offer.
- 23 6. To pay the same commission specified above if within one year of this agreement's termination the  
24 YACHT is sold, donated, traded, leased, or chartered (for more than one month) directly by the OWNER to  
25 any person or organization introduced to the YACHT by the BROKER during the term of this agreement.  
26 If the OWNER enters into such an agreement for the sale, donation, trade, lease or charter of the YACHT  
27 within one year of the termination of this agreement, the OWNER shall supply the name of the acquiring  
28 party to the BROKER. If the BROKER does not within fourteen days of receiving such notice claim his  
29 commission because the acquiring party was introduced to the YACHT as a result of his efforts, the  
30 BROKER'S right to a commission shall cease.
- 31 7. OWNER agrees that BROKER'S responsibility hereunder, in the event of a conflict of interest between  
32 BROKER, OWNER, and prospective buyer, is to undertake such acts and provide such information that  
33 will allow OWNER and prospective buyer to best utilize their independent judgment in reaching an  
34 agreement to enter into a yacht purchase and sale agreement.

35 C. The BROKER agrees:

- 36 1. To seek prospective purchasers for the YACHT through direct promotion of the YACHT.
- 37 2. To prepare information describing the YACHT and to distribute this information through its multiple  
38 listing system to selected yacht brokerage companies, hereafter referred to as "corresponding brokers."
- 39 3. To keep corresponding brokers informed as to the price, location and availability of the YACHT.
- 40 4. To pay any corresponding broker who sells the YACHT, a percentage of the commission received from the  
41 OWNER.
- 42 5. To promptly transmit all offers to the OWNER.

43 INITIALS: Owner: \_\_\_\_\_ Date: \_\_\_\_\_ Broker: \_\_\_\_\_ Date: \_\_\_\_\_

44 6. To waive any claim to a commission due under Section B. 6, above, of this agreement should the OWNER  
45 become obligated to pay a commission to another broker with whom the YACHT is listed subsequent to  
46 legitimate cancellation of this agreement. In such circumstances, the BROKER shall rely on the new  
47 listing broker's listing agreement for participation in whatever commission is earned.

48 D. Responsibility for the care, custody and control of the YACHT remains entirely with the OWNER. Although the  
49 BROKER may recommend storage, maintenance, and other providers of service, the final decision to employ such  
50 services remains with the OWNER. The BROKER shall not be held responsible for any damages suffered by the  
51 OWNER as a result of employing such services.

52 E. This agreement shall remain in effect for a minimum of six months and MAY ONLY BE CANCELLED WITH  
53 SIXTY DAYS ADVANCE WRITTEN NOTICE. This agreement is binding on the OWNER's heirs, executors,  
54 successors, administrators and assigns.

55 F. Any dispute, controversy or claim relating to this agreement, including but not limited to the interpretation thereof,  
56 or its breach or existence, which cannot be resolved amicably by the BROKER and OWNER shall be referred to  
57 arbitration which shall be the sole and exclusive forum for resolution and settlement of any dispute, controversy or  
58 claim between the parties. The arbitration shall be conducted in accordance with the Rules of the American  
59 Arbitration Association and shall be held in the city and state of the BROKER's office.

60 Any award of the arbitral authority shall be final and binding upon the BROKER and OWNER with respect to all  
61 disputes, claims or controversies encompassed therein, and the BROKER and OWNER shall comply with the said  
62 award without delay. The arbitral authority shall in its award, fix and apportion the costs of arbitration. The award  
63 of the arbitral authority may be enforced by any court having jurisdiction over the party against which the award has  
64 been rendered or where the assets of the party against which the award has been rendered can be located. The  
65 BROKER and OWNER agree that the issuance of an award by the arbitral authority shall be a condition precedent  
66 to the right of either party to institute any legal action or proceeding in any court on a matter relating to this  
67 agreement. The BROKER and OWNER further understand and agree that arbitration shall be the sole and exclusive  
68 forum for resolving any dispute, controversy or claim relating to this agreement and that neither party shall resort to  
69 any court except to compel arbitration, refer questions of law, or to confirm, vacate or modify any such award.

70 IN WITNESS WHEREOF, both parties have hereto placed their signatures on this agreement.

71 BROKER's representative: \_\_\_\_\_ OWNER(s) signature(s): \_\_\_\_\_  
72 \_\_\_\_\_  
73 \_\_\_\_\_

74 TELEPHONE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
75 Bus.: \_\_\_\_\_ Bus.: \_\_\_\_\_  
76 Cell.: \_\_\_\_\_ Res.: \_\_\_\_\_  
77 Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
78 Email: \_\_\_\_\_ Email: \_\_\_\_\_  
79 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
80 \_\_\_\_\_  
81 \_\_\_\_\_

82 HULL IDENTIFICATION NUMBER (HIN): \_\_\_\_\_

83 DOCUMENTATION NUMBER: (Please attach a copy of the document) \_\_\_\_\_

84 REGISTRATION NUMBER: \_\_\_\_\_

85 Upon closing the sale of this vessel, are there any liens that must be satisfied? \_\_\_\_\_

86 Yacht location/Access Instructions: \_\_\_\_\_  
87 \_\_\_\_\_  
88 \_\_\_\_\_