

Southpaw Yacht Sales



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SouthpawYachtSales.com

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MULTIPLE LISTING AGREEMENT (CENTRAL AGENCY)

1. I _____, (hereinafter referred to as the "Owner") hereby appoint **SOUTHPAW YACHT SALES, LLC** (hereinafter referred to as the "Broker") as Central Agent for the sale of the Vessel as described below:

Vessel Name: _____ Length: _____
Manufacturer: _____ Year: _____
HIN: _____ Model: _____

(hereinafter referred to as the "Vessel"), and therefore grants Broker the exclusive right to manage the sale of the Vessel. The Vessel will be offered for sale at a gross asking price of U.S. \$ _____. Broker agrees to submit any and all offers of any type to Owner for consideration. The Owner agrees to sell the Vessel to a customer of Broker, or to a customer of a sub listed broker, who is ready, willing and able to purchase the Vessel 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 Broker with all pertinent information regarding the Vessel, and also to keep Broker informed about any changes in location, price or specifications of the Vessel. It will also be the responsibility of the Owner to remove all personal belongings prior to closing.

3. Upon the sale, trade or exchange of the Vessel, or if it is otherwise transferred or conveyed during the term of this Agreement by the Owner, or by anyone acting on behalf of the Owner, the Owner agrees to pay Broker a fee of ten percent (10%) of the gross sale price OR A MINIMUM OF THREE THOUSAND DOLLARS (\$ 3,000.00) WHICH EVER IS GREATER. Any sub listing broker involved in the sale shall receive his fee from Broker. The sale, trade or exchange of a majority of the stock or equitable interest of a corporation, limited partnership or other entity holding title to the 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 Vessel by Broker. The possession, custody and control of the 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 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 sub listed brokers to board and show the Vessel, by appointment, or as otherwise agreed. The Owner shall keep the Vessel fully insured (including personal liability) for inspection, sea trial and marine survey purposes. The owner, at the time of Sea Trial, will pilot the vessel himself or provide a licensed Captain or agent.

5. This Agreement shall remain in effect until the Vessel is sold unless canceled by either party by giving the other party thirty (30) days' prior written notice of cancellation. This Agreement shall remain in effect for a minimum of one hundred twenty days (120). Upon cancellation or expiration, this Agreement will convert to an open listing.

6. Broker will advertise the Vessel as it deems advisable. If special advertising is requested by the Owner, Broker will assist in the preparation of such ads and make its contract advertising rates available to Owner.

7. 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 or otherwise transfer or convey the Vessel in any manner to any party to whom the Broker or one of its sub listed brokers has provided information concerning, or shown, the Vessel during the term of this Agreement, unless traded in towards purchase of a vessel at Southpaw Yacht Sales.

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

9. Broker shall endeavor and use its best efforts according to the standard of the industry to procure a purchaser for the Vessel, and 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. 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.

10. In the event that the 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 attempt to sell the Vessel (including, but not by way of limitation, surveys and haul outs), 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.

11. This Agreement shall be governed by Connecticut law, both as to interpretation and performance. The parties shall resolve any dispute arising from this Agreement through arbitration in Greenwich, Connecticut in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator(s) shall be final and binding. The prevailing party in any proceeding shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party as part of the arbitration award.

12. This Agreement is binding on Broker and Owner, their heirs, executors, successors, administrators and assigns.

13. Special Clauses:

OWNER

SIGNATURE: _____ DATE _____

Authorized Agent (Southpaw Yacht Sales, LCC):

_____ DATE _____

OWNER INFORMATION

NAME: _____
ADDRESS: _____
HOME PH: _____ CELL PH : _____ WORK PH : _____
FAX : _____
VESSEL LOCATION/ KEYS LOCATED: _____

Name vessel is registered under: (AS ON REGISTRATION)

Name: _____
Lien Holder : _____

Insurance Carrier: _____

Policy #: _____

PLEASE SUPPLY A COPY OF:

- USCG DOCUMENT and/or REGISTRATION
- OWNER'S DRIVER'S LICENSE
- COPY OF INSURANCE BINDER

AUTHORIZATION TO OPERATE VESSEL

By signing below, owner of the above said vessel hereby gives full authority to the Service and/or Sales staff of Southpaw Yacht Sales, LLC to test drive and/or sea trial the vessel in the case of the owner's absence. The owner understands that the vessel will only be operated under the circumstance where he/she is unavailable and the operation is necessary for the servicing and/or to effect a sale of the above said vessel.

The owner also recognizes that by signing this Authorization, Southpaw Yacht Sales, LLC and its employees are waived of any liability or financial responsibility should any damage or cost result from such operation.

Print Name: _____ **Signature:** _____ **Date:** _____