

Vinings Landing Marina
8172 Shore Dr.
Norfolk, VA 23518
757-313-8787



Yacht Brokerage Listing Agreement

On this date _____, 20____, _____
(Indicate which capacity: sole owner, joint owners, or corporate owner), hereafter referred to as the OWNER, authorizes Marine Concepts, Inc, hereafter referred to as the BROKER, to sell the

_____ named
_____,
hereafter referred to as the YACHT.

A. The YACHT shall be listed for a total asking price of

_____ U.S. Dollars (\$ _____) and shall not be advertised at any other price unless the OWNER notifies the BROKER of a price change.

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

1. And warrants having good title and the lawful right to convey such title to the YACHT.
2. To furnish the BROKER with specifications, an inventory of the equipment to be included in the sale, a copy of the YACHT's registration and/or Document.
3. To pay the BROKER a commission equal to ten percent (10%) of the selling price or a minimum of \$2500, whichever is more if the YACHT is in any manner sold. The commission shall be based upon the contract price accepted by the OWNER prior to any adjustments made to compensate a buyer for defects or discrepancies revealed subsequent to the OWNER'S acceptance of offer.

C. The BROKER agrees:

1. To evaluate the vessel's salability and to advise the OWNER of any needed improvements.
1. To seek prospective purchasers for the YACHT through direct promotion of the YACHT.
2. To prepare information describing the YACHT and to distribute this information through its multiple listing systems to selected yacht brokerage companies, hereafter referred to as "corresponding brokers".

3. To keep corresponding brokers informed as to the price, location and availability of the YACHT.
4. To pay any corresponding broker who sells the YACHT, a percentage of the commission received from the OWNER.
5. To promptly transmit all offers to the OWNER.
6. To use our best effort, to find a purchaser for the YACHT and to negotiate terms and price favorable to all parties.

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

E. This agreement shall remain in effect for a minimum of six months and MAY ONLY BE CANCELLED WITH THIRTY DAYS ADVANCE WRITTEN NOTICE. This agreement is binding on the OWNER's heirs, executors, successors, administrators and assigns. The agreement will roll over for renewal automatically after 6 months. Please let it be known, if the OWNER or anyone representing the OWNER, cancels the listing agreement, the OWNER is responsible for all charges incurred in the maintenance, cleaning and storing of the YACHT.

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

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

G. Marine Concepts, Inc and its employees are authorized to operate the YACHT for purposes of testing, moving and demonstrating only. Marine Concepts, Inc will maintain the YACHT in a clean showable condition at the OWNERS expense. The OWNER releases Marine Concepts, Inc of all liability for loss, theft, or damage of any cause whatsoever. Marine Concepts, Inc does not insure said YACHT and it is therefore required that the OWNER maintain insurance at all times during the period of this agreement. A copy of an insurance binder covering the YACHT must be supplied to Marine Concepts, Inc.

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

BROKER's representative:
(s):

OWNER(s) signature

TELEPHONE:

Bus: _____

Cell: _____

Fax: _____

Email: _____

Billing Address: _____

Hull ID NUMBER- _____

DOCUMENTATION NUMBER- _____

REGISTRATION NUMBER- _____

Lien Holder- _____

Yacht location/Access Instructions:

Initial _____

www.marineconcepts.net