

## CENTRAL LISTING AGREEMENT

This Central Listing Agreement defines the terms and conditions whereby YACHT FINDERS, hereafter called Broker, agrees to manage the sale of the Vessel described below on behalf of the undersigned owner/agent, hereafter called Owner.

1. Owner hereby grants to Broker, the exclusive right to manage the sale of the Vessel described below together with all gear, machinery, furnishings, and other articles belonging to the Vessel, whether or not now on boat, at the asking price of \$ \_\_\_\_\_ or any other Gross Selling Price or terms acceptable to the Owner, which are at the sole discretion of the Owner.
2. Owner agrees to provide photographs, drawings, and other detailed information to the Broker; to provide convenient and reasonable access to the Vessel so that salespersons and other brokers may show the Vessel when Owner and Owner's guests are not aboard; to keep Broker informed of changes in location, price, condition, inventory or specifications of the Vessel; to arrange for all appointments and offers made by anyone to be made only through the listing Broker; to provide Vessel registration and proof of ownership; and execute the customary purchase agreement in event Broker finds a Buyer for the Vessel.
3. The minimum term of the Agreement is for a period of twelve (12) months and shall remain in effect after that period until the Vessel is sold unless terminated with WRITTEN NOTICE by either party to the other at least sixty (60) days prior to intended expiration date.
4. Broker agrees to prepare a complete and descriptive listing report and/or brochure for distribution to prospective buyers and other brokers who may represent potential buyers, to answer any and all inquiries, and to present, without exception, all offers to the Owner for serious consideration. Owner agrees that Broker is providing a valuable service in the distribution of information and the marketing of Owner's vessel. Therefore, Broker is authorized and directed to distribute information describing Vessel by any and all reasonable means including, but not limited to, advertising and distribution on a regular and continuous basis through electronic listing services.
5. Owner authorizes Broker; Broker's agents and employees to board and demonstrate said Vessel to prospective purchasers.
6. Owner acknowledges and warrants that the Vessel will be transferred to Buyer free and clear of any and all debts, claims, and liens.
7. Owner warrants that the description and representation of said Vessel appearing in the specification sheet are true and accurate and agrees to save Broker, Broker's agents, and employees harmless from damages arising from any alleged misinterpretation of information provided by the Seller. Owner further warrants and represents that said Vessel and equipment conforms to all U.S. Coast Guard rules and regulations.
8. Owner agrees to pay Broker 10% of the Gross Selling Price as commission if, during the term of the Agreement, a buyer is procured whether by Broker, Owner, other brokers or anyone else who is ready willing to buy, trade, or exchange any interest in the Vessel. This Agreement supersedes all other prior listing agreements, which may have been entered into the sale of this Vessel.
9. Owner shall pay commission specified in paragraph eight (8) should Owner, or anyone else, within six (6) months after the date of termination of this Agreement, sell or transfer the Vessel, by trade or otherwise, to a buyer to whom listing information has been provided by Broker during the term of this Agreement.

**Initials**

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Anacortes Marina - 2415 T Avenue, Suite 3 - Anacortes, WA 98221, USA

**Toll-free 877-304-9854** - Tel 360.299.2628 - Fax 360.293.3246

Email [yachts@findyachts.com](mailto:yachts@findyachts.com) - [www.findyachts.com](http://www.findyachts.com)

10. It is specifically understood and agreed that Broker does not assume and is not delegated care, custody, or control of the Vessel by reason of this Agreement. In the event the Vessel is stored at Broker's premises, Broker is not responsible for damages, loss, or theft of any kind to the Vessel or her gear or equipment. Owner shall carry marine insurance (Hull and P & I) and, upon request, shall provide Broker with a copy of said policies. Unless otherwise agreed to in writing, Owner shall be solely responsible for all applicable storage and marina handling charges.
11. Any dispute or claim relating to the Agreement which cannot be resolved amicably by the Buyer and Seller shall be referred to arbitration. The arbitration shall be conducted in accordance with the Rule of American Arbitration Association then in force and shall be held in the city and state of the Selling Broker's office. Any award of the arbitral authority shall be final and binding upon the Buyer and Seller. The Buyer and Seller further understand and agree that arbitration shall be the sole and exclusive forum for resolving any dispute relating to this Agreement and that neither party shall resort to any court except to compel arbitration, refer questions of law or conform, vacate or modify such award.
12. Owner acknowledges having read and understood the terms of this Agreement; Owner is in receipt of a signed copy of Agreement; that this document represents the entire Agreement of the parties; that no other representations, warranties, guarantee of sale or promises of any kind have been made other than those set forth herein; and that this Agreement is binding on all heirs, executors, successors, and assigns of both Owner and Broker.
13. In the event a sale is not consummated because of Owner's failure to perform, then the full commission shall be due and payable upon such failure. If a sale is not consummated because of Buyer's failure to perform and all or any portion of Buyer's deposit is forfeited, Owner agrees that the amount forfeited shall be deemed liquidated damages and shall first be applied to pay all expenses incurred by Broker in attempting to sell the Vessel (including, but not limited to surveys and haul out fees) and the remainder shall be divided equally between Broker and Owner, provided that Broker's share not exceed the commission set forth in this Agreement.
14. Everything on the boat, or listed on the specification sheet, is considered to be included in the sale of the Vessel unless noted here (or on the back of this Agreement) \_\_\_\_\_  
\_\_\_\_\_
15. This constitutes the entire agreement between parties, except for those further conditions listed below:  
\_\_\_\_\_

Year \_\_\_\_\_ Type \_\_\_\_\_ Length \_\_\_\_\_ Name \_\_\_\_\_

St/Fed # \_\_\_\_\_ Liens & Encumbrances \_\_\_\_\_

Combo/Key \_\_\_\_\_ Location \_\_\_\_\_ Showing Instructions \_\_\_\_\_

Owner's Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Address \_\_\_\_\_ Business Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Signature of Owner \_\_\_\_\_ Signature of Listing Agent \_\_\_\_\_

DATE \_\_\_\_\_ 20\_\_\_\_

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