

MyBroker is:

Our Comprehensive Buyers' Guide



Revised 2024

Intellectual property of Sunshine Cruising Yachts, LLC

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The Buyers' Broker

You don't have to have a buyers' broker, but many people choose one particular broker to assist them in their search for the right boat. You can find this person by asking around, calling a brokerage in the area where you are searching, or viewing a boat with a listing broker and deciding to use that listing broker as a buyers' broker. Brokers work in both roles, just as real-estate agents do.

Expect and ask questions. They will probably ask you about your boating plans, who will be boating with you, your level of experience, cruising grounds, and anything else. The more information you give them, the easier and more efficient your search will be.

The buyers' broker will schedule showings for you, find out information about listings that is only available to a broker or that only a broker would know to ask (like the history of the boat, whether it has had any damage, etc.), help you negotiate once you have found the boat you want, hold your deposit in a secure escrow account, and be your guide through the process.

If you're working with a buyers' broker, it's important for that broker to make contact with a boat's listing broker before you do. This will clarify roles among brokers and help your buyers' broker better advocate for you.

Your buyers' broker may ask you to sign an agreement (in addendum) or to provide a financial pre-approval letter or proof of funds at the beginning of the process. This gives your broker more information and more power to negotiate on your behalf. They may attend all viewings with you or they may ask listing brokers to perform "courtesy showings" on out-of-town boats. They should always attend your survey and trial run, unless otherwise discussed. They will handle the closing for you and be your liaison with the closing company.

Things to Consider:

- What general type of boat do I want?
- Where will I cruise and where will I berth the boat?
- Who is boating with me?
- What amount of time will I be spending aboard?
- Am I boating with pets?
- What is my skill level?
- What is my budget?
- What features are an absolute must?
- What features would I like but can live without?

The Process

Once you find the right boat, you should expect to close within a month (closing date will be negotiated into your offer). Your broker will provide you with a Purchase and Sale Agreement (PSA) to sign either manually or electronically, and will present your offer to the listing broker. If your initial offer is not accepted, your broker will help you negotiate. Your broker may advise you on what a reasonable offer should be, but any offer you make is required to be presented to the seller via the sellers' broker.

A 10% deposit will be required once a price and terms are agreed upon (wiring instructions in addendum). This deposit must be sent via wire transfer, and once the deposit has been received by your broker and all parties have signed the PSA, the agreement is binding. Your deposit is fully refundable up until you sign the Acceptance of Vessel form later in the process.

The next step will be to plan and schedule the survey, short haul, and trial run. This is a joint effort between both brokers, the surveyor, the seller, and yourself. It's important to remember that, while the broker may provide you names of surveyors, you are responsible for choosing your surveyor. One way to do this is to visit the S.A.M.S. (Society of Accredited Marine Surveyors, marinesurvey.org) website and search the area.

It is not advisable but you may choose waive the survey and trial run.

While your broker may provide names and information for surveyors, the surveyor is working for you and is not affiliated with either brokerage or the seller. We suggest you speak to them over the phone and ask questions and make sure that you are comfortable with them before you hire them. The marina where you decide to do the short-haul is chosen by you and will be paid by you, but the owner of the boat has final say in location (they need to know the boat can be brought safely to the facility and that the facility can handle the size and weight of the boat). There are a lot of steps leading up to survey day. Your broker will help you plan and coordinate, which can be tedious because all parties' schedules need to be accommodated. Don't book flights until all the details have been ironed out!

While some buyers opt out of survey day due to scheduling, we strongly recommend that you attend. A typical survey will be an all-day affair, although, other than start time and short-haul time there will be no exact schedule.

Survey Day

This day is all about you. You are the one buying the boat, you are the one hiring the surveyor, and you have the most at stake. Depending on whether it is appropriate, you will probably follow the surveyor around the boat as the survey is conducted.

The short-haul will take about an hour, and usually the trial run is conducted on the way to or from the haul-out facility. The trial run generally includes an inspection of the sails, engine tests (temperature, transmission, etc.), and various other things. You may choose to hire a rigging surveyor and/or an engine surveyor in addition to a general surveyor.

On survey day, don't forget to wear comfortable boat-friendly shoes, sunscreen, and bring lots of fluids! Ask your broker about lunch. Some brokers provide lunch and some expect you to bring your own.

At the end of survey day, your surveyor will usually have a short conference with you and your buyers' broker to go over findings, but the full survey report can take up to a week, and can be up to 50 pages long (or more!).

Once the surveyor sends you the survey, you should read through it and call the surveyor with any questions. You are not required to share the survey with the seller or the brokers, but you may choose to. The main benefit of sharing with your buyers' broker is that the survey may offer some guidance if there are re-negotiations.

Acceptance & Closing

Once you have received and read your survey report, spoken with your broker, and made your final decision, you will be able to accept, reject or renegotiate the Purchase and Sale Agreement. If you decide to walk away, your broker will have you sign a rejection form and will collect ACH info from you. Your deposit will be sent back via ACH.

If there were unexpected issues that came up during the survey, you may be able to renegotiate the deal. Your broker will assist in this process. Even if the surveyor valued the vessel at less than your offer price, the seller is not obligated to make concessions.

If you're happy, you will sign an acceptance form, and the process begins! Once you sign the form, your deposit is no longer refundable.

At this point you will be contacted by the closing service, a third party that streamlines the closing process. They will order an abstract, prepare bill of sale and discuss with you the difference between a Coast Guard documentation or a state title. Their services are a la carte, so you may choose what you have them do beyond the basic closing process. They will inform you of your fees at this time.

We will send you a buyer closing statement, which gives you the balance needed to be wired prior to closing. Those funds are held until closing day (usually one week after acceptance). On closing day, the closing service will send you a "Running Packet" via email, which contains the legal documents that you are required to keep onboard, as well as the bill of sale and any other documentation. Coordination of how you acquire the keys or combo will be handled by your broker and you'll be able to set sail! Closing is all handled remotely, so you will not need to be in a specific location. You will simply need access to internet, a printer, a notary, a scanner, and a way to send mail.

NOTE: ALL CLOSINGS ARE CONDUCTED REMOTELY VIA E-SIGN AND WIRE TRANSFER YOU DO NOT NEED TO COME TO OUR OFFICE OR ANY PARTICULAR LOCATION TO CLOSE.

What are my Costs?

Besides the purchase price, there are other associated costs. The cost of the survey will be discussed between yourself and the surveyor, and tends to be market-driven. When an engine survey occurs, it will usually be done at the same time. If you choose to haul the boat to inspect the bottom, you are responsible for the boat yard fees.

If you are a Florida resident or if you plan to leave the boat in Florida, you will be responsible for paying a 6% sales tax (on the first \$300,000 of purchase price) plus possible local option taxes on the first \$5,000, \$75 maximum. If you are a nonresident and will be moving the vessel out of state and paying taxes elsewhere, the vessel must leave Florida within 10 days of purchase or immediately be placed in the care, custody, and control of a registered repair facility for repairs, additions, or alterations. The boat must leave Florida within 20 days after completion of the repairs. There are options as well for filing sales tax affidavits, as discussed in the taxes portion of this document. ***Sunshine Cruising Yachts charges a \$250 administration fee to cover the costs associated with coordinating and processing the closing paperwork.***



PURCHASE AND SALE AGREEMENT

Buyer / Seller		
Buyer:		Seller:
Co-Buyer :		Co-Seller
Vessel Information		
Make:	Vessel Name:	Official/Title No.:
Model:	Hull No:	Reg No.: Place of Registration:
Year: Length:	Engines:	Country / Flag:
Additional Units (Tenders, Toys, Trailers)		
Agreement Terms		
Offer Date:	Listing Broker: Sunshine Cruising Yachts	Purchase Price:
Seller Acceptance Date:	Selling Broker: Sunshine Cruising Yachts	Less Deposit:
Buyer Accept/Reject Date:	Trade-In Description:	Less Trade Allowance:
Closing Date:	Delivery Location:	Net Cash Difference:
Additional Terms:		

1. **Agreement** Buyer agrees to purchase and Seller agrees to sell, all right, title and interest to the Vessel on the terms and conditions as set forth herein (the "Agreement"). Capitalized words herein refer to the items in the chart above unless otherwise defined herein. Listing Broker and Selling Broker shall be referred to herein as "Brokers." If there is a Trade Allowance, the terms and conditions of the trade-in will be governed by a Trade-In Vessel Addendum.

2. **Timeframe for Acceptance of Agreement; Deposit** If this Agreement is not signed and delivered to all parties ("Execution") on or before the SELLER ACCEPTANCE date, this Agreement shall be ineffective and the Deposit(s) shall be returned to Buyer unless Buyer otherwise instructs the Selling Broker. Within three (3) business days following Seller's execution of this Agreement, Buyer shall pay the Deposit to the Selling Broker's escrow account (as acknowledged below) as a deposit toward the Purchase Price to be held subject to the terms of this Agreement. Seller's obligations are not binding until the Deposit clears Selling Broker's account.

3. **Survey Option; Acceptance of Vessel; Conditions of Survey** Buyer's obligation to purchase is subject to Buyer's satisfaction, in Buyer's sole discretion, with a trial run and survey of the Vessel, if Buyer elects to have the Vessel surveyed. In such event: (a) Buyer will select the Surveyor and thereupon Surveyor and not Brokers, will be the sole party responsible for any errors or omissions with respect to such survey, notwithstanding the fact that Brokers may have provided information and assisted Buyer with hiring the Surveyor; (b) *the survey shall be completed as soon as practicable after Execution*; (c) all costs of the survey are the Buyer's sole responsibility, including associated costs such as haul-out, dry dock charges, and

subcontractors, for example; (d) Buyer and its surveyor will be solely responsible for the scope of the survey and the trial run with respect to determining conformity with the Buyer's requirements; and (e) Buyer must deliver written notice of rejection or acceptance to Seller by no later than the BUYER ACCEPT/REJECT date. **Buyer's failure to timely accept/reject shall be construed as a rejection.** Upon Buyer's acceptance, and/or initiation of survey, Seller will not make any personal use of the Vessel pending Closing. If Buyer rejects the Vessel, after all expenses incurred on Buyer's behalf have been paid: (i) the Agreement shall terminate; (ii) the parties and Brokers will be released from any further liability hereunder; and (iii) the Deposit shall be returned to Buyer. The trial run shall be at Seller's sole risk and expense. Brokers shall not be responsible for the cost of correcting any items found to be deficient in the survey.

4. **Closing.** Closing shall occur on or before the CLOSING DATE, or at such other time as may be agreed by the parties in writing. Seller shall deliver the Vessel at the DELIVERY LOCATION (if blank, at Listing Agent's principal place of business) together with all gear, machinery, equipment and all other articles and appurtenances on board the Vessel as of the date of signature of this Agreement by the Buyer ("Items"), except for those Items included in a written exclusion list ("Exclusion List") delivered to Buyer within two (2) days of Execution, but in no event later than Closing. If unacceptable, Buyer shall then have two (2) business days from receipt of the Exclusion List (but in no event later than Closing) to deliver, at Buyer's option, written notice of termination of this Agreement to Seller. In such event, after all expenses incurred in on Buyer's behalf have been paid, (i) the Agreement shall terminate, (ii) the parties and Brokers will be released from any further liability hereunder, and (iii) the Deposit shall be returned to Buyer. Buyer's failure to deliver timely notice of termination will constitute Buyer's acceptance of the Exclusion List. Seller shall deliver to Brokers all necessary documents for transfer of title to Buyer on or before the Closing Date. Final payment due at the time of Closing shall be in the form of cleared funds. The preferred and accepted manner is for final payment by bank-to-bank wire transfer. Any other form of payment must be made early enough to allow funds to be cleared on or before the Closing Date. Any funds due Broker(s) for storage, insurance, repairs and/or other items accrued to the Seller's account shall be deducted from the Seller's net proceeds prior to disbursement of funds to Seller.

5. **Brokers.** The parties acknowledge that the SELLING BROKER agency and the LISTING BROKER agency are the only brokers procuring this Agreement. The term "Broker" as used herein refers to the Selling Agency and Listing Agency, collectively. Notwithstanding that only one party may be responsible for payment of Brokers' fees, the parties agree that the Listing Agency is agent for the Seller only (and owes no fiduciary responsibilities to the Buyer) and the Selling Agency is agent only for the Buyer (and owes no fiduciary responsibility to the Seller). Notwithstanding the foregoing, if a Broker is both the Listing Agency and Selling Agency, the parties consent to Broker acting as a dual-agent in this transaction for both Buyer and Seller, and Broker shall perform only the duties expressly set forth herein and no implied duties or obligations shall be read into the Agreement. The parties further agree that Broker may disclose to both parties facts known to Broker materially affecting the Vessel's value or desirability. Broker shall not, without Owner's consent, disclose to Buyer that Seller is willing to sell the Vessel for an amount less than the asking price. The parties each represent and warrant that neither has employed or dealt with any broker, agent or finder in carrying out the negotiations relating to the sale of the Vessel to Buyer and acknowledge that Broker is a third-party beneficiary to this Agreement.

6. **Seller's Representations; Requirements for Closing.** Seller represents and warrants that: (a) the Vessel is being conveyed free and clear of all debts, claims, maritime or common law liens, security interests, encumbrances, excise taxes, and any other applicable taxes, customs' duties, or tariffs due of any state, country, regulatory and/or taxing authority of any kind whatsoever (collectively, "Encumbrances"); and (b) Seller has good and marketable title to the Vessel, which Seller will warrant and defend. By the Closing Date, Seller shall deliver to Buyer: (i) satisfactory evidence of title; (ii) proof of payment/removal of all Encumbrances, if any; (iii) a personal guaranty and indemnification from the Seller (or the beneficial owner(s) of the Seller if Seller is a corporate entity) guaranteeing Seller's representations and warranties in (a) and (b) above; and (iv) any other necessary documents for transfer of good and marketable title to the Buyer. Seller shall pay any cost associated with, and shall cooperate fully to obtain, any authorization for sale as may be required from any governing authority. Any party which is a corporate entity will provide to the other prior to Closing (x) proof that it is in good standing under the laws of the State under which the entity has been formed, (y) a consent action or resolution demonstrating the entity's duly authorized decision to purchase or sell the Vessel, and (z) a power of attorney demonstrating the authority of the individual accepting the Vessel and/or executing the Agreement and/or purchase and sales documents.

7. **Risk of Loss; Force Majeure.** Risk of loss, damage or destruction to the Vessel shall be Seller's prior to delivery of the Vessel. The Closing Date is subject to the non-occurrence of *force majeure* events such as, without limitation, war, terrorism acts, strikes, accidents, tropical storms, hurricanes, natural disasters, or any other causes beyond Seller's control ("*Force Majeure*"). If a *Force Majeure* event occurs or the Vessel is otherwise damaged, the Closing Date (and all time periods referred to in this Agreement) shall be deemed extended by the time necessary to deliver the Vessel in the same condition as it existed on the date of Execution. However, if (a) the *Force Majeure* or damage to the Vessel delays the Closing Date for a period of at least thirty days or (b) if the *Force Majeure* or damage requires repairs in excess of five percent of the Purchase Price (5%)

Initials Buyer(s): _____

Initials Seller(s) _____

then (i) this Agreement will be deemed terminated, (ii) the respective rights and obligations of each party will cease to exist and be of no further force and effect, (iii) Buyer's Deposit(s) will be returned to Buyer after all expenses incurred by Seller or Broker on Buyer's behalf have been paid, and (iv) neither party will be entitled to, and hereby waives, any claim for specific performance, damages, compensation, interest, or any other claims.

8. **Default.** In the event the Closing is not consummated due to Buyer's non-performance, including but not limited to failure to pay monies due or execute all documents necessary for completion of the purchase by the Closing Date, all Deposit funds paid prior to Closing shall be retained by the Seller and Broker as liquidated and agreed damages, in full settlement of all claims between the parties, and the parties shall be relieved of all obligations under this Agreement. Buyer and Seller agree that the deposited funds shall be divided equally between the Seller and the Brokers, except that Brokers' share shall not exceed any commission due Brokers had a sale been consummated. Brokers shall then divide in the same proportions as the commission would have been divided had a sale been consummated. If Closing is not consummated due to Seller's non-performance, all money paid or deposited pursuant to this Agreement by the Buyer shall be returned to the Buyer upon demand, or the Buyer shall have the right of specific performance. Seller agrees that specific performance is reasonable in light of the uniqueness of the Vessel, difficulty of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. On Seller's default the Seller shall forthwith pay Broker the full commission provided for by the listing agreement.

9. **Sales, Use, and Property Taxes.** Sales or use taxes, if applicable on this purchase, are the responsibility of the Buyer. Buyer hereby indemnifies Seller and Broker for the payment of same. As per this Agreement, Property tax is the responsibility of the Owner of Record on January 1st of any given year. This contract does not implement any prorating of Property Tax, unless otherwise stated in ADDITIONAL TERMS. Seller and Buyer are advised to take this into account when agreeing on the terms of purchase.

10. **REPRESENTATIONS AND WARRANTIES.** SELLER AND THE BROKERS BELIEVE THAT ANY INFORMATION ANY OF THEM HAS PROVIDED ON THE VESSEL IS GOOD AND CORRECT AND OFFER THE INFORMATION IN GOOD FAITH, BUT DO NOT AND CANNOT GUARANTEE THE ACCURACY OF THE INFORMATION. BUYER WARRANTS AND REPRESENTS THAT HE IS NOT RELYING ON ANY ADVERTISEMENTS, PROMISES, DESCRIPTIONS, AFFIRMATIONS, OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN, PRIOR TO OR CONTEMPORANEOUS WITH THIS AGREEMENT) PROVIDED BY THE BROKER. UPON CLOSING, IT IS UNDERSTOOD THAT THE BUYER HAS ACCEPTED THE VESSEL IN ITS "AS IS" CONDITION. NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND NO REPRESENTATION AS TO THE CONDITION OF SAID VESSEL, ITS FITNESS FOR ANY PARTICULAR USE OR MERCHANTABILITY, HAS BEEN GIVEN OR IS BINDING UPON BROKER, ALL OF WHICH ARE DISCLAIMED.

11. **Financing.** Buyer's obligations are not contingent upon Buyer obtaining financing, unless otherwise stated in ADDITIONAL TERMS. Buyer represents that it will arrange financing, if necessary. Buyer acknowledges that Broker(s) has made no representations or warranties with respect to Buyer's ability to obtain financing, Buyer's qualifications to obtain any type of mortgage on the Vessel, or Buyer's ability to document the Vessel so that it is a "vessel of the United States" for purposes of the Ship Mortgage Act. 46 U.S.C. 911 et seq.

12. **Counterparts.** This Agreement may be signed in any number of identical counterparts, each of which will be an original (including signatures delivered via facsimile or electronic mail) with the same effect as if the signatures were upon the same instrument.

13. **Binding Effect; Contemporaneous Contracts; Future Sales.** This Agreement is binding on all parties, their heirs, personal representatives and/or assigns. Seller shall not sell the Vessel or enter into any contract for the sale of same while this Agreement is in effect. If a sale is not consummated per the terms of this Agreement, and the Buyer and Seller enter into a contract between themselves within two years after this Agreement is terminated for the transfer of ownership of the Vessel, the Seller agrees to pay the Broker an amount identical to the commission the Broker would receive under the terms of the listing contract.

14. **Transferred Warranties.** No warranties are transferred to Buyer unless listed in this section and attached hereto. Any costs associated with such transfers shall be Buyer's. Seller's transfer of its interest in such warranties is subject to the condition that neither Seller nor Broker makes any representation concerning such warranties and that the warranties transferred are subject to the terms thereof.

15. **Escrowed Funds.** The parties acknowledge that: (a) Broker shall not be responsible for the Deposit until the funds have cleared into Broker's account; (b) the Selling Broker shall hold the Deposit as an escrow agent once the funds have cleared and any other funds received by either Broker from any party will be held in trust for that party; (c) Broker may retain applicable commission prior to disbursement of the balance due to Seller; and (d) in any dispute involving any such funds held by Broker, Broker shall be indemnified for legal fees and costs relating in any way to such dispute, including those incurred in any appeals.

Initials Buyer(s): _____, _____

Initials Seller(s) _____, _____

(which obligation is secured by a lien in the escrowed funds) and those relating to its claim for a commission, unless Broker is found, in a final unappealable judgment, to have engaged in willful misconduct or acted with gross negligence.

16. **Miscellaneous.** Notwithstanding anything herein to the contrary, this Agreement, including its exhibits and schedules, is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous negotiations, agreements, representations, warranties, and understandings pertaining thereto, be it written, oral, or otherwise. Buyer and Seller hereby jointly and severally indemnify and hold the Broker harmless from any and all third party claims, demands, causes of action, losses, liabilities, damages and judgments, arising in connection with the Broker's undertaking pursuant to the terms and conditions of this Agreement. Should Broker become a party to any litigation involving this Agreement, Broker shall be reimbursed for its costs and attorney's fees, at all pretrial, trial and appellate levels, by the party or parties found to have breached this Agreement. If any term, condition, or provision of this Agreement is held to be unenforceable for any reason, it shall, if possible, be interpreted to achieve the intent of the parties to this Agreement to the extent possible rather than avoided. In any event, all other terms, conditions and provisions of this Agreement shall be deemed valid and enforceable. It is understood that there are no other duties, obligations, liabilities, or warranties, implied or otherwise, except as set forth herein. This Agreement may not be amended or modified, except in writing, signed by both parties. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, telefax, email or personal delivery, but proof of delivery shall be required for such to be effective. Unless otherwise provided for herein, Buyer may not assign this Agreement without Seller's consent, which consent shall not be unreasonably withheld. No claim or right arising out of this Agreement can be waived or discharged by one party, in whole or in part, unless in writing, nor shall any waiver be applicable except in the specific instance for which it is given. Any proceeding relating to this Agreement will be brought in the courts of the state and county of the main office of the Selling Broker, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court, waives any objection it may now or hereafter have to venue or to convenience of forum, and agrees not to bring any proceeding relating to this Agreement in any other court. The Additional Terms in the info box above shall be incorporated herein.

The parties, having been advised to consult legal counsel with respect to this Agreement hereby waive trial by jury with respect to any claim relating to this Agreement, whether against each other or against the Broker as a third party beneficiary.

BUYER(S)	SELLER(S)
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

SELLING BROKER: Acknowledgement and receipt of deposit

Signature: _____	Date: _____
Print Name: _____	Amount: _____

THIS AGREEMENT IS NOT BINDING UNTIL SIGNED BY BOTH PARTIES AND DEPOSIT FUNDS HAVE BEEN RECEIVED AND CLEARED INTO BROKER'S ESCROW ACCOUNT

Use of this form is and does not constitute the provision of legal services by Yacht Closer LLC. User understands and agrees that Yacht Closer LLC is not a law firm. Yacht Closer LLC encourages you to seek the advice of an attorney regarding your specific legal situation. Use of this form is "AS IS" and Yacht Closer LLC disclaims all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose.

Initials Buyer(s): _____, _____

Initials Seller(s) _____, _____



ACCEPTANCE OF VESSEL

Buyer(s): _____

Vessel Information

Make:	Hull #:	Registration #:
Model:	Length:	USCG #:
Year:	Name:	Flag:
Additional Unit(s):		

The undersigned Buyer of the Vessel hereby accept the Vessel in its AS-IS condition pursuant to the applicable provisions of the Purchase and Sale Agreement ("Agreement") dated _____.

Buyer hereby acknowledges and agrees that (i) all conditions have either been performed or are hereby waived; (ii) Buyer accepts the Vessel in its AS-IS condition; (iii) no warranty either expressed or implied, and no representation as to the condition of the Vessel, its fitness for any particular use or merchantability have been given or are binding upon Seller or broker(s); (iv) any Surveyors selected are in Buyer's employ, notwithstanding the fact that the broker(s) may have assisted Buyer in hiring said surveyor, to inspect the Vessel; and (v) Buyer has fully inspected and made a trial run of the Vessel (or has voluntarily waived these rights) and that he is not relying on any advertisements, promises, descriptions, affirmations or representations (whether oral or written, prior to or contemporaneous with this acceptance) as provided by the Seller or broker(s). Buyer agrees to accept delivery of the Vessel and pay the balance due thereon under said Agreement and otherwise close this transaction in accordance with the terms therein.

In the event Buyer should fail to close this transaction as specified, the escrow agent is irrevocably directed to forthwith pay the escrow deposit to the Seller and broker(s) in accordance with the Agreement and/or listing agreement then in effect with regard to the Vessel, and upon such payment, the parties, escrow agent, and broker(s) are released from any further liability under the Agreement.

Additional Terms:

BUYER(s):

Signature _____	Signature _____
Print Name _____	Print Name _____
Date _____	Date _____

Acceptance of Vessel



CONDITIONAL ACCEPTANCE W/ SURVEY ALLOWANCE

Buyer/Seller

Buyer:	Seller:
Co-Buyer:	Co-Seller:

Vessel Information

Make:	Hull No:	Registration:
Model:	Length:	USCG #:
Year:	Name:	Flag:
Additional Unit(s):		

The undersigned Buyer of the Vessel hereby accepts the Vessel in its AS-IS condition pursuant to the applicable provisions of the Brokerage Purchase and Sale Agreement ("Contract") dated _____,

Buyer and Seller agree that a Survey Allowance (Adjustment) of _____ (none if blank) shall be credited to the Buyer and deducted from the proceeds due the seller at the closing of the transaction.

Buyer and Seller agree that any Additional Terms (Conditions) listed on page two of this contract (none if blank) will be completed prior to Closing.

Buyer acknowledges and agrees that (i) Buyer accepts the Vessel in its AS-IS condition; (ii) no warranty either expressed or implied, and no representation as to the condition of the Vessel, its fitness for any particular use or merchantability have been given or are binding upon Seller or broker(s); (iii) any Surveyors selected are in Buyer's employ, notwithstanding the fact that the broker(s) may have assisted Buyer in hiring said surveyor, to inspect the Vessel; and (iv) Buyer has fully inspected and made a trial run of the Vessel (or has voluntarily waived these rights) and that he is not relying on any advertisements, promises, descriptions, affirmations or representations (whether oral or written, prior to or contemporaneous with this acceptance) as provided by the Seller or broker(s).

In the event Buyer should fail to close this transaction as specified, the escrow agent is irrevocably directed forthwith to pay the escrow deposit to the Seller and broker(s) in accordance with the Agreement and/or listing agreement then in effect with regard to the Vessel, and upon such payment, the parties, escrow agent, and broker(s) are released from any further liability under the Agreement.

Additional Terms (Conditions):

Buyer(s) Acknowledgment

Signature: _____ Date: _____ Signature: _____ Date: _____

Name: _____ Name: _____

Seller(s) Acknowledgment

Signature: _____ Date: _____ Signature: _____ Date: _____

Name: _____ Name: _____

Use of this form is and does not constitute the provision of legal services by Yacht Closer LLC. User understands and agrees that Yacht Closer LLC is not a law firm. Yacht Closer LLC encourages you to seek the advice of an attorney regarding your specific legal situation. Use of this form is "AS IS" and Yacht Closer LLC disclaims all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose.



Sunshine Cruising Yachts

134 Iberia Street, Ste 10

Saint Augustine FL 32084

305-807-4096 (P)

www.sunshinecruisingyachts.com

REJECTION OF VESSEL

Vessel Information

Make:

Vessel Name:

Registration:

Model:

Hull No:

Documentation:

Year:

Length:

Flag:

Additional Unit(s):

The undersigned Buyer(s) of the Vessel hereby **REJECT** the Vessel according to the terms and conditions of the purchase and sale agreement dated _____. The stated vessel has been rejected due to the following reason(s):

Buyer(s) hereby request that the Broker, Sunshine Cruising Yachts holding our earnest money deposit of _____, return or refund said deposit in full, less any expenses incurred for duties performed at Buyer(s) request, unless otherwise specified below in additional terms.

Additional Terms:

BUYER(s):

Signature _____

Signature _____

Print Name _____

Print Name _____

Date _____

Date _____