

SUNSHINE CRUISING YACHTS



YOUR COMPREHENSIVE GUIDE TO SELLING YOUR YACHT

WHY CHOOSE SUNSHINE CRUISING YACHTS?

We have carefully chosen our growing team of professional yacht salesmen and women, all of whom are boaters with unique areas of knowledge.

Put together, our team has well over *200 years* of boat experience, having traveled many *many* miles aboard. We also come from a variety of backgrounds...professional captains, marketing specialists, academic administration, construction, marine safety consulting, finance, real estate. These are just *SOME* of the unique backgrounds that our agents boast.

We will connect you with the right person to meet your goals. Sunshine Cruising Yachts brokers are conveniently located in many areas to serve our customers, making it easier to show your yacht to potential buyers no matter the location. We offer virtual showings to buyers who are unable to travel and are extremely flexible with the way we work.

You need to have a relationship with your broker that is based on trust and integrity. We promise to exemplify both. Hundreds of happy buyers and sellers agree. Read our reviews on social media.

We are educated in the marketing trends and the buying and selling climate. We take that knowledge and better serve our customers. Using tools only available to us, we provide a free in-depth market appraisal of your yacht, assuring your vessel is priced appropriately.

We have established careful guidelines that our brokers follow to ensure that your yacht is represented in the best light possible. We take professional-quality photos and videos, and have a reputation for including as much information as we can in our listings, intriguing potential buyers!

We take marketing to the next level, by our simple approach of meeting the demands of the buyers. We employ all tools that the MLS sites such YachtWorld and others have to offer, such as enhanced listings and data analysis of your listing. We also have a wide social media reach using Facebook, YouTube, Instagram, Snapchat, TikTok, and our own website and other platforms to get your vessel exposed to the widest possible audience. In an industry where most buyers peruse online listings and spend hours a day on social media, this is crucial.

Most of our listings are available for co-brokerage with any professional brokerage house, allowing us to work with buyers from all over the world.

We put buyers in direct contact with your SCY listing broker, instead of having them call an answering service or call center who is unfamiliar with your yacht. This increases our chances of introducing potential buyers to your yacht, because there is very little delay between their call and having their questions answered.

We work within an exclusive group within the marine industry, and we nurture these relationships carefully. We can refer industry professionals for nearly all your needs through our exclusive network.

MARKETING STRATEGY

Yacht World

This is an exclusive broker-only listing service that is not available to private owners. This shares your vessel with all other associated brokers to promote your yacht to their buyers.

Social Media

Because we want as many potential buyers as possible to see your yacht, we are connected in specific forums and groups throughout our different accounts on our social media platforms. We interact with our audience and share our listings and respond to updates to listings and relevant industry events and news. Because each of our brokers has their own area of expertise within the industry, we, as a team, cover a broad range of topics and platforms.

We're on Facebook, Instagram, Snapchat, TikTok, YouTube and more! Look for social media platform/Sunshinecruisingyachts

Boat Shows

Sunshine Cruising Yachts attends boat shows that bring serious buyers from all over the world, such as the Annapolis Boat Shows, St. Petersburg Power and Sailboat Show, and the Miami International Boat Show. We leverage the contacts we make at these shows to let more people know about your vessel.

Cryptocurrency

We're one of the only brokerages offering sales in cryptocurrency. This opens up your listing to a whole new market of qualified buyers. If someone wants to purchase your boat using cryptocurrency, don't worry! You will still receive cash. We work with BitPay, a third party company who acts as an exchange service. It's very easy and all funds are converted into USD and held in escrow by us, so there's no risk to you. You may also receive payment for your boat in cryptocurrency if you'd like. We have carefully researched, and feel that we're going to see more and more boat sales in cryptocurrency in the near future. We were even featured in BoatUS Magazine and others as one of the few brokerages offering this!

Internet Marketing

We actively promote and display our listings on YachtWorld and many other websites, in addition to our own, catering to both international and domestic buyers. We also actively engage in Search Engine Optimization to drive additional awareness and traffic to our sites. Owners may not even be aware of the most appropriate channels for providing such exposure. We've done the research and we know where to advertise.

ADDITIONAL BENEFITS OF WORKING WITH A PROFESSIONAL YACHT BROKER

Time Saving

Individual owners are not in the business of selling yachts. They normally have other time commitments, limiting their availability to effectively market the vessel.

Knowledge of Market

It is more difficult for the seller to ascertain fair market value. Many owners are emotionally attached to their yacht, as it represents substantial investments in time, funds and often is the source of many fond memories of cruises, outings, fishing trips, etc. It is very difficult for the owner to objectively evaluate and present the yacht to a prospective buyer.

Better Choices

We are familiar with a wide variety of vessels and have many options of boats to sell. This allows our brokers to interview the prospective buyers and present new vessels they were not even aware of, including yours.

We Negotiate the Best Deal for You!

In the negotiation aspect, we are trained to interpret a buyer's questions and respond accordingly, allowing us to make sure you don't sell your yacht for less than what it's worth

Future Savings

If you are selling your boat in Florida and would like to buy another one, we are able to offer a dealer sales tax trade, saving you a significant amount of money. Ask us about this!

Professional Navigation of Sale

We handle the entire sales transaction with professionalism, overseeing appraisal, advertising, showings, negotiating, survey, sea trial, closing and more. This is a complex process from collecting sales tax, navigating state and local requirements for registration and documentation, coordinating legal sales documents, such as bills of sale and warranty of title, further protecting our customers. We also add a layer of protection of your money through holding and escrow accounts.

THE PROCESS: FROM LISTING TO CLOSE

- Once the listing agreement is signed and all necessary documents collected, we will set up a time to photograph and film the yacht. It is best for the vessel to be in the water, staged, and free of personal items and clutter during this process. Better photos and video mean the yacht will sell faster, so no persons will be on the vessel during the process of photos and video being taken.
- We will ask you for a thorough and complete list of equipment, electronics, and updates to your vessel. Please take the time to compile this, as more information means the yacht will sell faster.
- Once we build the listing, we will submit it to you for viewing. A listing can always be changed, and we value your input.
- We will offer you feedback based on our showings. Listen to feedback with an open mind. The purpose is to help your yacht sell faster and fix any issues.
- Allow us to negotiate for you. If you do meet a potential buyer, make sure you only talk about the positive experiences you've had aboard the yacht and do NOT discuss price. If the buyer tries to engage you in a conversation about the price of the yacht, give them our contact information and have them call us. Even disclosing the reason you are selling the yacht to a potential buyer could have a negative impact on the negotiation process. Let us do the work for you.
- We will present all initial offers to you in writing. Again, allow us to advise and negotiate on your behalf. We want to get you the best price for your yacht.
- Once a written offer has been accepted, a 10% refundable deposit will be placed by the buyer in an escrow account. This means that the yacht is officially "under contract" and coordination of survey and sea trial will begin.
- Prepare your yacht for the survey. We have created a convenient checklist for you to use in this process, and we are here to answer any questions. If you are unable to run the yacht for the survey have a captain or designated representative to run her for you. We can even provide you with a list of captains.

THE PROCESS: FROM LISTING TO CLOSE

Continued...

- Typically, within three to five days after the survey, we expect to receive a letter of acceptance from the buyer. This is because the buyer generally has to wait for and read over the survey report, discuss the findings, and wait for oil samples to be processed.
- Once the acceptance form is signed, we proceed to closing. If the buyer signs the acceptance and then fails to complete the deal, the buyer forfeits their deposit and it is split between you and the brokers involved in the deal.
- Should the buyer sign a rejection form, the purchase agreement is terminated and the buyer's deposit is returned.
- Renegotiation should always be handled by us. In the case where significant issues are found by the surveyor or the vessel is valued below the negotiated price, the buyer may ask to adjust the price. This can be a tricky and awkward process- Let us handle it. It is always best to assign a dollar amount to an issue rather than offering to repair the yacht. Repairs can take valuable time, and the buyer should be given the opportunity to choose their own repair facility/contractor once the sale is completed.
- Closings are always done remotely and are coordinated by us, a buyer's broker should there be one involved, and a closing company. The closing procedure ensures that there are no liens of the vessel, and complete registration and/or documentation for the buyer with bills of sale, warranties of title, power of attorney forms, and any other forms of documentation required to complete the sale are provided.
- The closing company will send these documents to you with VERY SPECIFIC instructions. Please make sure that you follow these instructions. Normally you will have to print these documents, sign in front of a notary (notaries are available at all banks and at many other businesses), and overnight mail these documents along with your original USCG document, title, and/or registration paperwork directly to the closing company.
- We or the buyer's broker will send you documents to sign in YachtCloser and will ask for your wiring information. Once all paperwork is fully executed and the purchase has been fully funded by the buyer, you will receive copies of all paperwork via email and your funds will be wired to you that day. We or the buyer's broker will always call you to verbally verify wiring information before initiating the wire.

OUR COMPREHENSIVE AND SUCCESSFUL 30 STEPS TO SELLING YOUR YACHT

It's all about "dock appeal." When you walk up to your boat, what is the first thing that catches your attention? Is the boat better seen stern or bow in? All exterior surfaces should be clean, giving the vessel a "like new" appearance, including hatches, windows, and port lights.

We strongly recommend a pre-sale survey, and work with surveyor who will do this at a fair price. This is an excellent tool for marketing your boat, and will also notify you of any major issues that you need to repair. It's better to find out that there is an issue before the buyer's survey so that you can mitigate the problem properly. If you have an older engine, high hours or nonworking hour meter, consider hiring a mechanic to collect oil samples.

Buyers will always prefer a boat in the water. Position vessel so potential buyers can easily get onboard. If they have to climb across a neighbor's boat or shimmy down a piling, they are already having a bad experience and their whole impression of the boat will be negatively influenced. When on the hard, it is best to have a sturdy ladder or steps to safely get buyers on and off.

Any unfinished projects should be completed. Tables, seating, and floor boards should be in their normal positions prior to photography.

1. Hull and deck surfaces should be clean with a nice shine. This may include compounding and/or waxing.
2. Clean and touch up teak and other woodwork as needed. This can be a labor-intensive project that can scare potential buyers away.
3. Clean, polish & shine stanchions, winches, windlass, arches and other metal surfaces as needed.
4. Propane compartments, lazarettes, and other deck storage compartments should be cleaned, including fishing wells, coolers and icemakers.
5. Verify windlass operation and review condition of your ground tackle. Rusty chain should be cleaned or replaced.
6. Fill water tanks and ensure water is rust, salt, and odor free when coming out of faucets. Treat as necessary.
7. Inspect, clean and replace any worn dock lines.

OUR COMPREHENSIVE AND SUCCESSFUL 30 STEPS TO SELLING YOUR YACHT

Continued...

8. Clean dirty shore power cables.
9. Enclosures and canvases should be in good condition and installed/available for inspection. Damaged gear and equipment should be repaired, replaced, or removed.
10. Clean and arrange cockpit cushions, making sure they are free from mildew.
11. Wipe binnacle gauges and electronics. Make sure all electronics and instrumentation work, including autopilots and GPS. This may also include radios, AIS, radar, fish finders, wind speed and depth gauges. Please notify broker if any above items are inoperable.
12. Check steering system and operation of rudder.
13. Ensure your air conditioning functions properly. Clean and replace filters as needed. In hot weather, an inefficient air conditioner causes many buyers to discount and move on to another boat. We want them to be comfortable and have a positive experience.
14. Address foul odors. Odors can be an instant deal-breaker. These include diesel fuel, head smells, a holding tank, mold or mildew, pet smells, cigarette smoke, and more. A neutral air freshener will maintain a good smell, but is not meant to be a cover up.
15. Clear out all unnecessary clutter and gear. If it doesn't convey with the sale, remove it. Empty drawers and stowage bins. Leave things that convey with the yacht that add value, such as kayaks, grills, spare parts, tools, charts, cruising guides, how-to books, and anything else a new yacht owner would otherwise have to buy.
16. Clean galley to include the oven, burner top, microwave, and refrigerator. Remove old spices, canned goods, liquor, paper plates, cups, koozies, napkins, etc. No food products should be aboard.
17. Clean heads. A cluttered or dirty head is hard to overcome.
18. Make beds and show cabins to be inviting and comfortable. While having matching bedding for all cabins is nice, buyers cannot tell which cabin is which when looking at pictures. Please ensure beds are not being used for spare parts and equipment storage.
19. Check all lights and replace bulbs as needed. This may be the perfect time to switch to LED bulbs.
20. Ensure that all gauges and alarms function properly.

OUR COMPREHENSIVE AND SUCCESSFUL 30 STEPS TO SELLING YOUR YACHT

Continued...

21. The bilge should be spotless. Use oil absorbing pads under machinery. Clean, prime, and paint the engines and generator. Verify all bilge pumps work in automatic and manual mode.
22. Change oil and fuel filters. NOTE: Only change the oil if you intend to run the boat regularly before she is sold. If a buyer pulls oil samples, fresh oil cannot be tested properly and could cause a potential misdiagnosis.
23. Have the yacht fully fueled. This diminishes condensation in the fuel tanks.
24. Replace worn out hoses and clamps. Ensure hose clamps are rust-free and doubled where appropriate., such as seacocks. Clean out raw water strainers.
25. Ensure stuffing box and cutlass bearing operate as designed.
26. Ensure all breakers and GFI's function properly when their associated systems are in use, including shore power and 12/24 volt systems.
27. Clean your bottom. A dirty bottom shows a lack of maintenance and potential buyers will wonder what else has been neglected.
28. Inspect prop and replace any sacrificial zincs.
29. Gather all paperwork for mechanical systems and store in binder. Log books, maintenance logs, copies of receipts for major repairs, list of all spares and extra equipment to include props, shafts, filters and locations of spares. These should all be on the vessel, organized and available, allowing potential buyers' questions to be answered. Please note which systems have been pickled/winterized or decommissioned.
30. Flowers, table settings, clean floors and nice pictures on the wall all help to make your yacht show ready. We want the buyers to walk aboard and be wowed!

SURVEY CHECKLIST

Buyers will have a much more critical eye now that they have committed their money toward the purchase. Also, the surveyor has not seen the yacht at all, and will form an opinion as to whether this is a good yacht or not very quickly. A positive first impression for all parties on the day of survey will make a real difference. The last thing you probably want to do is spend money on your yacht now that the sales price has been accepted, but a couple hundred dollars spent now to have her detailed or to fix minor issues can save you potentially thousands after the survey.

___ State registration and/or USCG documentation certificate is/are on board and is/are current.

___ All USCG required safety equipment is on board. Verify excess number of lifejackets are available onboard.

___ Recheck the operations of all the vessel's systems, including but not limited to:

- Air Conditioning
- Stove
- Refrigeration
- Electrical outlets
- Water pressure
- Heads

___ Run your engine(s) a day or two before the survey. Make sure your engine starts easily and is not overheating or producing excessive smoke. Do not start engine(s) the day of the surveyor's arrival. "Warming up" the engines is not necessary, and may also be seen as an attempt to conceal problems and may pose a safety risk for the surveyor, while in the engine room. Follow same procedures for gensets.

___ Ensure you have more than ample fuel to complete the sea trial.

___ Check ALL your fluids: oil, transmission, coolant and hydraulic systems, including steering.

___ Water tanks are filled for system test.

___ Holding tanks are empty and discharge valves are in proper position and locked.

___ Make sure your batteries are fully charged and functional.

___ Make sure transmission and throttle cables are still smooth.

SURVEY CHECKLIST

Continued...

- ___ Recheck steering system and operation.
- ___ Recheck that all gauges and alarms function properly.
- ___ Recheck your anchor windless and any electric winches.
- ___ Recheck your running lights and any other legally required lights (anchor, etc.) and horn.
- ___ Ensure AC and DC power is available and on. Recheck all breakers and GFI's.
- ___ All equipment, electronics, and gear that convey with the vessel are onboard, installed, and operational. This will include dinghy and engine.
- ___ All unnecessary vessel covers should be removed and fixed canvas items such as bimini are ready for use underway.
- ___ For sailboats, make sure all the running rigging is operational and all sails are onboard and ready to hoist during sea trial. Unroll the roller furling, recheck the winches, hoist your main/mizzen whenever possible. Make sure winch handle are available.

If you have not kept up with your regular bottom cleaning and checked your zincs, as mentioned in the successful 30 step to selling your yacht checklist, this is the time to make sure it is done, prior to the vessel being pulled out. A yacht that does not perform may alarm potential buyers and makes a poor impression when vessel is removed from the water. Verify the vessel's cleanliness inside and out.

The Surveyor will require access to all compartments and storage areas. They are to be clear of obstructions, equipment, and personal belongings.

THINGS WE WILL NEED TO GET STARTED

- Signed listing agreement.
- Copies of ownership paperwork (title or Coast Guard documentation). If a dinghy is included, a copy of the title for the dinghy.
- A thorough list of all equipment, upgrades, and modifications.
- A copy of any surveys completed within the last five years.
- A set of keys or your lock combination.
- Instructions for showing the yacht if it is in a gated community or gated dock (key fobs, combination, the name and number of the dockmaster, etc.).

**THANK YOU FOR CHOOSING TO WORK WITH SUNSHINE CRUISING YACHTS.
WE LOOK FORWARD TO SELLING YOUR VESSEL AND HELPING YOU FIND YOUR NEXT!**





CENTRAL LISTING AGREEMENT

Agreement made this day _____ Owner grants **Sunshine Cruising Yachts** ("Broker"), the exclusive right and authority to manage the sale of the Vessel on a multiple listing basis upon the terms below:

Owner(s) Information

Owner:	Home Phone:	Email:
Co-Owner:	Work Phone:	Fax:
Address:	Mobile Phone:	

Vessel Information

Make:	Name:	Reg/Doc #:
Model:	Hull No:	Stock #:
Year:	Length:	Flag:
Additional Unit(s):		
Vessel Location:		

Listing Terms

Listing Price:	Commission %: 10	Term (Days):
Additional Terms:		

1. **Offers.** Broker will submit all offers to Owner. Owner shall sell the Vessel to a customer of Broker, or of a sub-listed broker, who is ready, willing, and able to purchase at the Gross Asking Price, or at any other price, to which the Owner agrees.

2. **Authorization.** Broker is authorized to distribute information describing the Vessel and to advertise and market the Vessel in any medium and in any manner Broker deems appropriate.

3. **Cooperation.** Owner shall (a) supply such data on the Vessel as reasonably requested by the Broker, (b) inform Broker about changes in location, price, or specifications, (c) remove all personal belongings prior to closing, (d) execute Vessel purchase agreement if Broker finds a buyer on terms acceptable to Owner.

4. **Disclosures.** Owner represents and warrants: (a) It will disclose all known defects and/or deficiencies in the Vessel which would materially impact a Buyer's decision to purchase the Vessel. (b) It will transfer Vessel to buyer free of all debts, claims, liens, taxes, license fees and encumbrances of any kind. (c) It shall provide Broker copies of ownership and registration records.

5. **Commission.** Upon the sale, donation, trade, charter, or exchange of the Vessel, Owner will pay Broker a fee of Ten percent of the gross sale price or a minimum commission in the amount of **\$5,000.00 USD**, whichever is greater (the "Commission"). All deposits are subject to clearance. Broker may pay itself the Commission from any deposit. Owner hereby irrevocably assigns to Broker the right to payment of the Commission from the deposit, no matter who is holding such deposit. Any sub-listed broker involved in the sale shall receive its fee from Broker. The sale,

Initials Seller(s) _____

Brokerage Listing Agreement

Initials Broker _____

donation, trade, or exchange of a majority of the stock, or equitable interest of an entity holding title to Vessel, will be a "sale" for the purposes hereof. Owner shall pay the Commission immediately upon the closing of the Vessel's sale.

6. **Custody, etc.** Broker does not assume and is not delegated care, custody, or control of the Vessel. Broker's procuring of docking and mooring space for the Vessel to make it available for inspection by potential purchasers is not to be deemed as an assumption of the custody, care, or control. Possession, custody, and control of the Vessel remains at all times with Owner and as Owner designates for the safety, security, and protection of the Vessel at whatever location the Vessel is moored or stored for the purpose of being available for inspection by potential purchasers. 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.

7. **Showing and Insurance.** Broker, its salesmen and sub-brokers may board and show the Vessel. The Owner shall keep the Vessel fully insured (including personal liability, theft, fire, physical damage, and for inspection, sea trial, and marine survey purposes). Proof of insurance is attached. Owner shall advise Broker prior to any cancellation or change in coverage.

8. **Term.** The term of this Agreement shall remain in effect for a minimum of _____ from the agreement date. This term will automatically renew ("Renewal Term") for successive periods on the same terms and conditions. During any Renewal Term, either party may terminate this Agreement upon 60 days written notice. Upon execution of a purchase agreement to sell the Vessel, this Agreement will automatically extend until the Vessel is sold or that agreement is canceled in accordance with its terms.

9. **Other Situations.** Owner shall still pay the Commission to Broker: (a) if, within a year after termination of this Agreement, charters or otherwise transfers or conveys the Vessel to any party to whom the Broker or one of its sub-brokers showed or provided information concerning the Vessel during the term, (b) if the Owner defaults on an executed Vessel purchase agreement (if Owner agrees with a buyer to cancel an executed Vessel purchase agreement, the Commission shall be fifty (50%) percent of the amount recovered by the Owner from such buyer -- by retaining the buyer's deposit or otherwise -- up to the amount of what the commission would have been if the transaction had closed). If the Owner later sells such Vessel to a different buyer, Broker shall be entitled to the full Commission in respect of such sale in accordance with this Agreement, and (c) if any holder of a mortgage or security interest on a Vessel takes possession of the Vessel when it is subject to a Vessel purchase agreement and such holder directly or indirectly sells such Vessel to the buyer named in the Vessel purchase agreement. Should the Vessel be donated during the term or within one (1) year thereafter, the donation will be handled by the Broker without charge to Owner so long as the Commission payable in connection therewith shall be paid by the donee. This provision survives the termination of this Agreement.

10. **Buyer's Default.** If Owner enters into a contract to sell the Vessel and pursuant to that contract Owner retains liquidated damages, such will be applied first to pay all expenses incurred in Broker's attempt to sell the Vessel (including, but not by way of limitation, surveys, haul outs, etc.). The remainder will be divided equally between Owner and Broker, except that Broker's share will not exceed the Commission amount.

11. **Non-Disruption.** Owner (and its agents) shall minimize disruption of Broker's business if desiring access to Vessel during the term and shall be responsible for any physical damage caused by Owner or its agents. Owner shall not remove Vessel unless all payments due Broker hereunder for repairs, maintenance or otherwise are paid in full.

12. **Maintenance and Transportation.** If Owner makes arrangements with any member of Broker's staff for the Vessel's "Maintenance" (meaning repairing minor damage, washing and waxing the exterior of the Vessel, and cleaning the interior of the Vessel), or to move the Vessel, such arrangements shall not be deemed to be with Broker. Broker shall not be liable for and is hereby released from any damages resulting from any such Maintenance or Transportation, including, without limitation, damages to the Vessel and personal injury.

13. **Dockage and Other Costs.** Dockage shall be pursuant to a separate agreement. Owner is solely responsible for all costs of fuel, provisions, inspection, insurance and other costs related to the Vessel.

14. **HURRICANE NOTICE.** If Owner fails to remove the Vessel from the marina promptly, and at least twenty-four (24) hours after issuance of a tropical storm or hurricane watch, under governing state law, Broker, its employees or agents are authorized to remove it, if reasonable, from its slip or take any and all other reasonable actions in order to better secure the Vessel and to protect marina property, private property, and the environment. Owner may be charged a reasonable fee. Broker shall not be obligated to remove the Vessel from its slip, lift, or place of storage. Owner hereby releases, discharges, and holds harmless Broker and its employees and agents for any and all loss, injury, damage, or

agency. Broker may act as an agent for both Owner and the buyer. Owner consents to such and any related compensation payable to Broker from the other party. Broker shall not, without the Owner's express permission, disclose that Owner is willing to sell Vessel for a price less than the asking price nor without the Buyer's permission, disclose that the buyer is willing to pay a price greater than the offered price. Except for the above, Broker, dual agent, must disclose to both parties facts known to Broker materially affecting the value or desirability of a Vessel, unless such facts are known to or are reasonably discoverable by a prudent buyer. Broker may have or obtain information for other Vessels. Potential buyers may consider, make offers on, or purchase through Broker, Vessels the same or similar to the Vessel. Owner consents to Broker's representation of sellers and buyers of such other Vessels before, during, and after this Agreement.

responsibility. Other than with respect to Broker's gross negligence or intentional wrongful acts, Owner releases, indemnifies and holds Broker, its salespersons, employees and agents harmless from and against any loss, damage, liability, legal action or claim of whatever nature arising out of this Agreement, including without limitation any such claim or suit out of Owner's use of Broker's facilities or the presence of Owner's Vessel on Broker's premises.. This provision shall survive the termination of this Agreement for any reason.

limitations. Broker shall have no liability under this Agreement or otherwise to Owner or any other person for any claim, including, without limitation, any loss, damage or theft to or of the Vessel, from any cause whatsoever, or any consequential damages, unless resulting from Broker's gross negligence or intentionally wrongful acts. Notwithstanding anything to the contrary, the limitation of Broker's liability to Owner with respect to any claim or loss, other than such as result from gross negligence or intentional wrongful acts, shall not exceed the Commission amount.

conclusion. This Agreement will end upon expiration, or prior thereto, for due cause if either party fails to meet its obligations hereunder and the other party delivers to such defaulting party written notice of the alleged breach and a reasonable opportunity to cure. Such termination will not affect the remedies available to the non-breaching party. Either party may exercise its right to terminate this Agreement upon the other's material breach hereof. At the termination of this agreement, the parties shall account to each other for any sums due and unpaid prior to the effective date of termination.

waiver. Neither any failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power or privilege. To the maximum extent permitted by applicable law: (i) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be waived or argued by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party, (ii) no waiver that may be given by a party will be applicable except in the specific instance for which given and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or a right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

entire Agreement. This Agreement sets forth the entire agreement between the parties and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous discussions, understandings, or agreements, whether written or oral, between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified, unless duly executed by or on behalf of each party to this Agreement (in the case of Broker, by an authorized officer of Broker). Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned or transferred by operation of law or otherwise without the prior written consent of Broker and any attempt to do so will be null and void. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

disputes. In the event of any dispute, claim, questions or disagreement arising out of or relating to this agreement or a breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions or disagreements. To this effect, they shall consult and negotiate with each other, in good faith, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within 60 days, then upon notice by either party to the other, disputes, claims, questions or differences shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and the laws of the State of _____.

Seller(s) _____

Brokerage Listing Agreement

Initials Broker _____

A single arbitrator shall be appointed by the American Arbitration Association. The site of arbitration shall be held in the city and state of the Broker's office.

22. Contract Interpretation. Neither party shall be responsible for delays or failures in performance resulting from a force majeure event. For purposes hereof, a "force majeure" event includes, without limitation, acts of God, acts of terrorism, strikes, lockouts, riots, acts of war, fire, communication line failures, computer viruses, power failures, hurricanes, earthquakes, or other natural disasters. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

23. Miscellaneous. This Agreement may be signed in any number of identical counterparts, each of which will be an original (including signatures delivered via facsimile or e-mail) with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties may deliver this Agreement and the other documents required to consummate the transaction contemplated herein by facsimile or electronic mail and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures. This Agreement will become effective when each party hereto will have received a counterpart hereof signed by each other party hereto. All notices to Broker shall be sent to the brokerage location above and the Broker's headquarters below. All notices to Owner shall go to Owner's address above, except that service of process may also be effected upon Owner as provided above. Notices must be in writing and delivered by Certified Mail, Return Receipt Requested, or by nationally recognized overnight courier service, or by hand, in each case with proof of delivery retained. Notices shall be effective upon delivery. The headings herein are for convenience of reference only and will not be deemed to be part of the substance of this Agreement. The parties have participated jointly in the negotiating and drafting of this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

24. Waiver of Right to Trial by Jury. HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM ARISING UNDER OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE VESSEL, AGAINST THE PARTIES, THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS.

Agreed and Accepted by

Owner(s) or Authorized Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Broker or Authorized Representative

Signature: _____

Print Name: _____

Date: _____

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