

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.***

ASAP MARINE DOCUMENTATION 2024 PRICE LIST

<u>DOCUMENTATION:</u>	
DOCUMENTATION OF VESSEL - 5 YR*	\$895.00
PLUS MORTGAGE PREP & RECORDING	\$50.00
ADD COASTWISE OR FISHERY ENDORSEMENTS	\$50.00
ADD PRIORITY REQUEST(IF INTERNATIONAL)	\$100.00
	\$450.00
USCG DELETION*	\$300.00
MORTGAGE REFINANCES	\$150.00
LIEN SEARCHES ONLY	\$400.00
LIEN SEARCH, BILLS OF SALE & DOCS ONLY	\$450.00
CHANGE NAME/HAIL PORT - 5 YR	\$895.00
TRANSPORT CANADA REGISTRATION*	

<u>FLORIDA REGISTRATION & DECAL (BOAT IS DOCUMENTED)</u>	1 year	2 year
UP TO 26' 26'1"	\$350.00	\$450.00
TO 39' 39'1" TO	\$400.00	\$600.00
64' 64'1" TO 109'	\$450.00	\$700.00
109'1" AND OVER	\$500.00	\$750.00
TRAILER	\$600.00	\$950.00
	\$150.00	
TAX SUBMISSION SURCHARGE	\$50.00	

	1 year	2 year
<u>FLORIDA TITLE REG & DECAL (TITLED BOATS)*</u>	\$250.00	
Tenders - LESS THAN 16' - with Purchase of Vessel	\$300.00	\$350.00
Tenders - LESS THAN 16' - STAND ALONE 16' TO	\$550.00	\$400.00
26' 26'1" TO 39' 39'1" TO 64' 64'1" TO 109' 109'1"	\$650.00	\$650.00
AND OVER TRAILER	\$750.00	\$850.00
	\$800.00	\$1,000.00
	\$850.00	\$1,050.00
	\$150.00	\$1,200.00
	\$25.00	
	\$50.00	
IF LIEN ON TITLE... ADD		
TAX SUBMISSION SURCHARGE		

**includes lien search (if available) & transfer documents*

International Yacht Brokers Association, Inc.

PURCHASE AND SALE AGREEMENT FOR BROKERAGE VESSEL

BUYER:	SELLER:
Address:	Address:
Nationality:	Nationality:
VESSEL NAME:	MANUFACTURER:
Model:	Length Overall:
Year:	<input type="checkbox"/> Doc or <input type="checkbox"/> Reg No.: Flag:
Hull No.:	Engine Description:
Selling Broker:	Listing Broker:
IMPORTANT DATES	PURCHASE PRICE
Offer Date:	Purchase Price:
Offer Expiration Date:	Less Deposit:
Accept/Reject Date:	Less Trade Allowance (see Addendum):
Closing Date:	Balance:

Delivery Location:

Note: If Vessel is to be moved to the Delivery Location, such location must be specified with precision.

ADDITIONAL REGISTERED VESSELS INCLUDED ☐ Yes ☐ No

1. **Agreement.** Buyer agrees to purchase, and Seller agrees to sell, all right, title and interest to and in the Vessel described above on the terms and conditions set forth in this Purchase and Sale Agreement ("PSA"). Capitalized terms used in this PSA refer to the corresponding terms in the table above unless otherwise defined herein. The "Effective Date" of this PSA is the date on which it has been signed by both parties. "Vessel" also includes all gear, machinery, equipment, furniture, fuel, consumables, and all registered or unregistered tenders, toys, articles and appurtenances on board the Vessel and/or included on the Vessel's listing specification as of the date of this Agreement, except for items listed on the Exclusions List provided by the Seller or Listing Broker on the earlier of (a) five (5) days from the Effective Date or (b) the Accept/Reject Date, which items are not included in the sale. Buyer will be deemed to have accepted the Exclusion List if it accepts the Vessel. Listing Broker and Selling Broker shall be referred to herein as the "Brokers." If there is a Trade Allowance, the conditions of the trade-in will be governed by the attached Trade-In Vessel Addendum. If either party fails to sign this PSA and deliver it to the other party on or before the Offer Expiration Date, this PSA will be ineffective.

2. **Deposit.** Within _____ business days (or 3 business days if left blank) following Seller's signature of this PSA, Buyer shall pay the Deposit to the Selling Broker's account, as acknowledged below, as a deposit toward the Purchase Price to be held subject to the terms of this PSA. Seller may refuse to permit Buyer to proceed with the trial run, survey and other inspections of the Vessel until the Deposit has cleared into the Selling Broker's escrow account.

3. **Survey Option; Acceptance of Vessel; Conditions of Survey.** Buyer's obligation to purchase the Vessel is subject to Buyer's satisfaction, in Buyer's sole discretion, with a trial run and survey of the Vessel though Buyer may elect not to have the Vessel inspected. If inspected: (a) Buyer will select the surveyor, (b) the surveyor, and not the Brokers, will be the sole party responsible for any errors or omissions with respect to the survey, notwithstanding that the Brokers may have provided information to and assisted Buyer with hiring the surveyor, (c) **Seller shall make the Vessel available and Buyer shall complete the trial run and survey as soon as practicable**, (d) Seller shall pay all running expenses for, and assume the risks associated with, the trial run, and Buyer shall pay **all** costs of the survey, including associated costs, e.g., haul-out, dry dock, and subcontractors' charges, (e) Buyer and its surveyor will be solely responsible for determining the scope of the survey and the trial run to assess the Vessel's conformity with Buyer's requirements and (f) Buyer shall deliver written notice of rejection or acceptance of the Vessel to Seller or the Listing Broker on or before the Accept/Reject Date. **An acceptance subject to any conditions will be deemed a proposal to amend this PSA and will not preclude Buyer from accepting the Vessel unconditionally on or before the Accept/Reject Date. Whether or not Buyer has inspected the Vessel, Buyer will be deemed to have rejected the Vessel if it fails to give timely written notice of its acceptance.** Upon Buyer's acceptance of the Vessel, Seller will

Buyer's Initials: _____

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Seller's Initials: _____

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This form was prepared for the exclusive use and benefit of the members of the IYBA. The parties and Brokers hereby release the IYBA from any liability for damages resulting from or related to its use. The IYBA expressly disclaims any and all warranties, including merchantability and fitness for a particular purpose, related to the use of this form.

not make any use of the Vessel pending Closing (defined in Paragraph 4) except to move the Vessel to the Delivery Location. If Buyer rejects or is deemed to reject the Vessel, after all expenses incurred on Buyer's behalf have been paid, (i) the Selling Broker shall return the Deposit to Buyer, (ii) this PSA will terminate, and (iii) the parties and the Brokers will be released from any further liability hereunder. The Brokers will not be responsible for the cost to correct any defects or deficiencies noted during the trial run and survey.

4. Closing. The transfer of Vessel's ownership ("Closing") will occur on the Closing Date at the Delivery Location simultaneously with payment of all funds due from the Buyer and delivery of originals of all other documents necessary for transfer of good and marketable title to Buyer. If the Vessel must move to the Delivery Location, Seller should not deliver Vessel to the Closing Location unless funds have been paid in full or are being held subject to an escrow conditioned only upon delivery of the Vessel to the Delivery Location and release of title documents to the Buyer. Closing may be facilitated by overnight courier or electronic means. Seller shall deliver the Vessel (as defined in Paragraph 1) to Buyer at the Delivery Location except for fuel consumed during the trial run and any voyage to the Delivery Location. On or before the Closing Date, Seller must deliver to the Selling Broker all documents necessary to transfer title to the Vessel (and all other items hereby required to be delivered) to Buyer. At Closing, Buyer shall pay the Balance to Seller (subject to Paragraph 6) and/or to the Selling Broker for onward transfer to Seller by wire transfer. Any funds Seller owes to (i) the Brokers for the commission, storage, insurance, repairs and/or other items or (ii) the holder of any other Encumbrance, will be deducted from the amount due Seller by the Selling Broker prior to disbursement of funds to Seller, which hereby irrevocably instructs any Deposit holder to pay the Commission from the Deposit to the Brokers pursuant to the terms hereof.

5. Brokers. The parties acknowledge that the Selling Broker and Listing Broker are the only brokers that procured this PSA. If the Listing Broker and the Selling Broker are the same brokerage, the parties consent to that Broker acting as a dual-agent in this transaction, i.e., representing both Buyer and Seller, and the Broker may disclose to both parties facts known to the Broker materially affecting the Vessel's value or desirability; provided, however, that in such instance the Broker shall not, without Seller's consent, disclose to Buyer that Seller is willing to sell the Vessel for an amount less than the asking price or, without Buyer's consent, disclose to Seller that Buyer is willing to pay a price greater than the offering price. If the Listing Broker and the Selling Broker are different, the Listing Broker will represent Seller only and owe no duties, fiduciary or otherwise, to Buyer, and the Selling Broker will represent Buyer only and owe no duties, fiduciary or otherwise, to Seller (though paid by Seller). The Brokers are obligated to perform only the duties expressly set forth herein and no implied duties or obligations may be read into this PSA. Seller shall be solely responsible for payment of commission due to the Brokers in connection with the sale of the Vessel as set forth herein. Each party represents and warrants to the other that he has not employed or dealt with any other broker, agent or finder in carrying out the negotiations relating to the sale of the Vessel to Buyer and acknowledges that the Brokers are third-party beneficiaries to this PSA.

6. Seller's Representations; Requirements for Closing. Seller represents and warrants that it will transfer to Buyer good and marketable title to the Vessel, 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 to any state, country, regulatory and/or taxing authority of any kind whatsoever (collectively, "Encumbrances"). No less than two (2) business days before Closing, Seller shall deliver to Buyer (a) satisfactory evidence of title, (b) proof of payment or removal of all Encumbrances (except for those Encumbrances that will be paid in full at Closing), (c) a guaranty and indemnification from Seller guaranteeing Seller's representations and warranties in this Paragraph 6, (d) if Seller is a legal entity, a personal guaranty and indemnification from Seller's beneficial owner(s) guaranteeing Seller's representations and warranties in this Paragraph 6 incorporating the litigation costs, attorney's fees, governing law and dispute resolution provisions in this PSA, and (e) copies of any other documents necessary for transfer of good and marketable title to Buyer. Seller shall pay any cost associated with, and shall cooperate fully to obtain, any authorization for sale required from any governing authority. Any party which is a legal entity will provide to the other prior to Closing (i) proof that it is in good standing under the laws of the State or other jurisdiction under which the entity has been formed, (ii) a consent action or resolution demonstrating the entity's duly authorized decision to purchase or sell the Vessel as well as the authority of the individual delivering or accepting the Vessel and/or executing this PSA and/or purchase and sales documents, (iii) a power of attorney demonstrating the authority of the individual delivering or accepting the Vessel and (iv) as to Seller, its wire transfer information.

7. Risk of Loss; Force Majeure. Seller will bear the risk of loss of or damage to the Vessel prior to Closing. If the Vessel is damaged subsequent to Buyer's acceptance and the necessary repairs will cost less than five percent (5%) of the Purchase Price and require fewer than 30 days to complete, then (a) Seller must repair the damage prior to Closing in accordance with sound marine practices to the standard of the Vessel immediately prior to the damage and Buyer may inspect such repair, (b) Buyer must pay the Balance and take delivery of the Vessel as repaired, and (c) the Closing Date will be extended by the length of the repair period. If the Vessel is damaged to a greater extent subsequent to Buyer's acceptance, either party may terminate this PSA with the same consequences as if Buyer had rejected the Vessel. Either party's obligation to perform will be suspended to the extent required to accommodate unforeseeable events beyond that party's reasonable control ("Force Majeure Events"), including, without limitation, acts of God, acts of terrorism, strikes, lockouts, riots, acts of war, fire, communication line failures, computer viruses, power failures, accidents, tropical storms, hurricanes, earthquakes, plagues, pandemics, epidemics, infectious disease outbreaks, or other natural disasters of any type (without limitation), quarantines, travel restrictions, whether declared by a governmental authorities or a non-governmental organization, interruptions of

regular transportation, civil disobedience, piracy, and hostilities of any type (without limitation), affecting the timely performance by either party of its obligations herein. If a *Force Majeure* Event occurs, the time periods referred to in this PSA, including, without limitation, the Closing Date, will be deemed extended by the time necessary to permit the affected party to perform in accordance with this PSA; provided, however, if the *Force Majeure* Event delays the Closing Date for a period of at more than 60 days, either party may terminate this PSA with the same consequences as if Buyer had rejected the Vessel.

8. Default. *Notwithstanding anything herein to the contrary, if the Deposit is not paid when due* or Closing is not consummated due to Buyer's non-performance, including, without limitation, failure to pay the Balance or execute all documents necessary for completion of the purchase by the Closing Date: (i) the Deposit shall be retained by (or if the Deposit was not paid, Buyer shall pay a like amount to) Seller and the Brokers as liquidated and agreed damages, as consideration for the execution of this PSA, in full settlement of all claims between the parties, (ii) the Selling Broker shall return to Buyer any other funds received from Buyer, and (iii) the parties will be relieved of all obligations under this PSA. Buyer and Seller agree that the Deposit will be applied first to payment of any unpaid costs or expenses that Buyer or Broker incurred against the Vessel and then divided fifty percent (50%) to the Seller and fifty percent (50%) to the Brokers, which the Brokers shall divide in the same proportions as the commission would have been divided had a sale been consummated. If the Closing is not consummated due to Seller's non-performance, the Deposit, and any other money paid or deposited by Buyer, pursuant to this PSA will be returned to Buyer upon demand or Buyer will 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 impossibility of otherwise obtaining an adequate remedy. On Seller's default, Seller shall forthwith pay the Brokers the same commission otherwise payable had the transaction closed.

9. Sales and Use Taxes. Sales or use taxes payable on Buyer's purchase of the Vessel, if applicable, are Buyer's responsibility, and Buyer shall pay the taxes due to the Selling Broker at Closing. Buyer hereby indemnifies and holds harmless Seller and the Brokers against and from any sales or use taxes for which Buyer is responsible.

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 SUCH INFORMATION. BUYER WARRANTS AND REPRESENTS, AS OF THE TIME OF CLOSING, THAT IT (A) WILL HAVE FULLY INSPECTED AND MADE A TRIAL RUN OF THE VESSEL (OR HAVE VOLUNTARILY WAIVED THESE RIGHTS) AND (B) IS NOT RELYING ON ANY ADVERTISEMENTS, PROMISES, DESCRIPTIONS, AFFIRMATIONS, OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN, PRIOR TO OR CONTEMPORANEOUS WITH THIS PSA) PROVIDED BY THE SELLER OR BROKERS. UPON CLOSING, BUYER WILL BE DEEMED TO HAVE ACCEPTED THE VESSEL IN ITS "AS IS" CONDITION. SELLER AND THE BROKERS HAVE GIVEN NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AND MAKE NO REPRESENTATION AS TO THE CONDITION OF THE VESSEL, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, **ALL OF WHICH ARE DISCLAIMED.**

11. Financing. Buyer's obligations are not contingent upon Buyer's obtaining financing. Buyer represents that it will arrange financing, if necessary. Buyer and Seller acknowledge that the Brokers have 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 or register the Vessel in any jurisdiction.

12. Counterparts. The parties may sign this PSA in any number of identical counterparts, each of which will be deemed an original (including signatures evidenced via facsimile, email or other electronic means) as if the signatures were upon the same instrument.

13. Binding Effect; Contemporaneous Contracts; Future Sales. This PSA 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 the Vessel while this PSA is in effect. If a sale is not consummated in accordance with the terms of this PSA, and Buyer and Seller enter into a contract between themselves for the sale of the Vessel, whether directly or through an entity under a party's ownership or control, within two years after this PSA is terminated, Seller agrees to pay the Brokers an amount identical to the commission the Brokers would have received had the transaction contemplated under this PSA closed.

14. Escrowed Funds. The parties acknowledge that (a) the Selling Broker will not be responsible for the Deposit until the funds have cleared into the Selling Broker's account, (b) the Selling Broker shall hold the Deposit in escrow 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) the Selling Broker may retain the commission due the Brokers prior to disbursement of the Deposit or Balance to Seller, and (d) in any dispute involving any funds held by the Brokers, Buyer and Seller will indemnify the Brokers for legal fees and costs relating in any way to the dispute, including those incurred in any appeals (which obligation is secured by a lien on the escrowed funds) and those relating to a claim for a commission, except as to a Broker found, in a final non-appealable judgment, to have engaged in willful misconduct or acted with gross negligence.

15. Additional Terms. _____

16. **Miscellaneous.** This PSA, 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 they in writing, oral, or otherwise. If a Broker becomes a party to any litigation involving this PSA, the Broker shall be reimbursed for their costs and attorney's fees, at all pretrial, trial and appellate levels, by the party or parties found to have breached this PSA. In the event of any dispute between the parties hereto arising out of the subject matter of this PSA, the prevailing party (including the Brokers) shall be entitled to recover reasonable expenses, attorney's fees and costs for all pretrial, trial and appellate proceedings. If any term, condition, or provision of this PSA is held to be unenforceable for any reason, it shall be interpreted to achieve the intent of the parties to this PSA to the extent possible rather than avoided. In any event, all other terms, conditions and provisions of this PSA shall be deemed valid and enforceable. There are no other duties, obligations, liabilities, or warranties, implied or otherwise, except as set forth herein. This PSA may not be amended or modified, except in writing, signed by Buyer and Seller. 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 personal delivery, overnight courier, facsimile, email, or other electronic means, and shall be effective upon delivery with proof of delivery retained. Buyer may assign this PSA to any member(s) of Buyer's immediate family or any entity owned or controlled by Buyer and/or any member(s) of his immediate family. Otherwise, neither party may assign this PSA without the other party's consent, which consent shall not be unreasonably withheld. No claim or right arising out of this PSA 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. Paragraph headings are informational and included only for convenience.

17. **Governing Law and Dispute Resolution.** Check (a) or (b). If none checked, (a) will apply. The parties shall resolve any dispute arising from this PSA by: (a) ☐ binding arbitration pursuant to the rules of the International Yacht Arbitration Council ("IYAC") in force when the arbitration is commenced in Fort Lauderdale __, London __, or Monaco __ (if none checked, Fort Lauderdale); or (b) ☐ binding arbitration in London, England under the rules of the London Maritime Arbitrators Association ("LMAA"). If (a) is selected: this PSA will be governed by and interpreted according to Florida law __ or English law __ (if none checked, Florida) regardless of the principles of conflicts-of-laws adopted by such jurisdiction. If (b) is selected: (i) this PSA will be governed by and interpreted in accordance with English law regardless of its principles of conflicts-of-laws, (ii) the parties irrevocably agree that any dispute arising out of or in connection with this PSA shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Paragraph, (iii) the arbitration shall be conducted in accordance with the rules of the LMAA current when the arbitration is commenced, (iv) if the amount in dispute (including counterclaims) is less than USD\$100,000, its Small Claims Procedure will apply, while if greater than or equal to USD\$100,000 and less than USD\$400,000, its Intermediate Claims Procedure will apply. **Whatever option is selected:** the parties irrevocably submit to the exclusive jurisdiction of such arbitral forum, waive any objection they now or hereafter may have to venue or convenience of forum, agree that all claims relating to the proceeding will be decided only in such arbitral forum and, further, not to bring any claim relating to this PSA in any other court or arbitral forum. Any claims by the Buyer against any of the Brokers, shall be resolved pursuant to the terms of this PSA. Judgment on the award rendered by the arbitrator may be entered as final judgment in any court having jurisdiction thereof. **The parties, having had the opportunity to seek legal counsel, waive trial by jury for claims arising under this PSA.**

BUYER:

Print: _____
Title: _____
Date: _____

SELLER:

Print: _____
Title: _____
Date: _____

BUYER:

Print: _____
Title: _____
Date: _____

SELLER:

Print: _____
Title: _____
Date: _____

SELLING BROKER DEPOSIT CONFIRMATION (Subject to clearance of funds)

Print Name/Title: _____

Amount: _____
Date: _____

**Sunshine Cruising Yachts**

134 Riberia Street, Ste 10

Saint Augustine FL 32084

305-807-4096 (P)

www.sunshinecruisingyachts.com

SURVEY WAIVER

THIS SURVEY WAIVER ACKNOWLEDGEMENT is made with regard to the Purchase Agreement (“**Purchase Agreement**”) dated _____, between:

Seller(s): _____

Buyer(s): _____

For the Vessel:

Make:	Year:	Hull #:
Model:	Length:	USCG #:
Name:	Flag:	Registration #:

Buyer has chosen not to retain an independent professional to perform a marine survey, mechanical inspection, or rig survey of the Vessel. Buyer agrees and acknowledges that Broker has strongly recommended that the Buyer retain a professional to examine and survey the Vessel, including its machinery and rig, to verify the Vessel's condition, description, inventory, and all matters considered relevant, in order to ensure that the Vessel is completely acceptable to Buyer. Buyer has determined, however, that it is in its best interest to forego this opportunity and to proceed with the purchase of the Vessel without such survey(s) or inspection(s).

Buyer shall indemnify, hold harmless, and defend Broker and Broker's salespersons and employees against any and all claims arising out of or attributable to Buyer's decision not to retain an independent professional to perform a marine survey, mechanical inspection, or rig survey of the Vessel.

BUYER(s) ACKNOWLEDGEMENT

Signature _____

Print Name _____

Date _____

Signature _____

Print Name _____

Date _____

**Sunshine Cruising Yachts**

134 Riberia Street, Ste 10

Saint Augustine FL 32084

305-807-4096 (P)

www.sunshinecruisingyachts.com

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 _____

**Sunshine Cruising Yachts**

134 Riberia Street, Ste 10

Saint Augustine FL 32084

305-807-4096 (P)

www.sunshinecruisingyachts.com**TRIAL RUN WAIVER**

THIS TRIAL RUN WAIVER ACKNOWLEDGEMENT is made with regard to the Purchase Agreement (“**Purchase Agreement**”) dated _____, between:

Seller(s): _____

Buyer(s): _____

For the Vessel:

Make:	Year:	Hull #:
Model:	Length:	USCG #:
Name:	Flag:	Registration #:

Buyer has chosen not to conduct a trial run of the Vessel. Buyer agrees and acknowledges that Broker has strongly recommended that the Buyer conduct a trial run of the Vessel to personally examine the Vessel and verify its performance, condition, description, inventory, and all matters considered relevant, in order to ensure that the Vessel is completely acceptable to Buyer. Buyer has determined, however, that it is in its best interest to forego this opportunity and to proceed with the purchase of the Vessel without conducting a trial run of the Vessel.

Buyer shall indemnify, hold harmless, and defend Broker and Broker’s salespersons and employees against any and all claims arising out of or attributable to Buyer’s decision not to perform a trial run.

BUYER(s) ACKNOWLEDGEMENT

Signature _____

Print Name _____

Date _____

Signature _____

Print Name _____

Date _____



Sales and Use Tax on Boats

Information for Owners and Purchasers

Planning to buy a boat in Florida, or have plans to bring one into Florida? The Florida Department of Revenue reminds you that tax compliance is an important aspect of boat ownership.

What is Taxable?

Sales and Use Tax

All boats sold, delivered, used, or stored in Florida are subject to Florida's sales and use tax, plus any applicable discretionary sales surtax, unless exempt. Florida boat dealers and brokers are required to collect tax from the purchaser at the time of sale or delivery.

When a boat is sold by someone other than a registered boat dealer, or a boat is brought into Florida for use in Florida, Florida use tax is due. The "use" part of Florida's sales and use tax provides uniform taxation of items. Florida's 6% use tax, plus any applicable discretionary sales surtax, is due on a boat used or stored in Florida when:

- The boat is purchased from a person who is not a registered boat dealer and the sale or delivery of the boat occurs in Florida;
- The boat is purchased in another state, a territory of the United States, or the District of Columbia and is brought into Florida within six (6) months of the purchase date; or
- The boat is purchased in a foreign country and is brought into Florida at any time.

When the purchaser does not pay Florida sales and use tax to the seller for a boat purchase, any sales and use tax, plus any applicable discretionary sales surtax, is paid to the county tax collector, licensed private tag agency, or the Department of Highway Safety and Motor Vehicles when registering the boat in Florida.

Discretionary Sales Surtax

Most counties impose a local option discretionary sales surtax. The surtax is due when the boat is delivered by the dealer or broker to a county that imposes a surtax. The surtax is also due when the boat is purchased from an individual and the boat is used in a county imposing a surtax.

Discretionary sales surtax applies to the first \$5,000 of the purchase price. Current discretionary sales surtax rates for all counties are listed on Form DR-15DSS, *Discretionary Sales Surtax Information*, posted at floridarevenue.com/forms in the Discretionary Sales Surtax section.

Maximum Tax

The maximum tax on the sale of a boat or vessel is \$18,000. This includes both sales and use tax and discretionary sales surtax. For more information and detailed instructions on this maximum tax, see Tax Information Publication (TIP) 10A01-07 issued on June 22, 2010, at floridarevenue.com/taxes/tips.

The maximum tax on the repair of a boat or vessel is \$60,000. This cap is to be applied to each boat repair occurring in Florida. Subsequent and separate repairs are each subject to their own \$60,000 cap. For more information and detailed instructions on this maximum tax, see TIP 15A01-07 issued on June 26, 2015. TIPs are posted at floridarevenue.com/taxes/tips.

Trade-In Allowance

Registered boat dealers and brokers may deduct a trade-in allowance from the purchase price of the boat when, in a single transaction, tangible personal property (not real property) is traded as part of the purchase of a boat. If the sale is between individuals, the purchaser must, in a single transaction, trade a boat, motor vehicle, mobile home, or aircraft for the boat being purchased.

Credit for Tax Paid

A credit against any Florida sales and use tax or surtax due on a boat is allowed to any purchaser who provides documentation that a like tax has been lawfully imposed and paid to another state, a territory of the United States, or the District of Columbia.

Example: If you purchase a boat in a state that has a sales tax rate of 4%, you must pay an additional 2% when you bring the boat into Florida, plus any applicable discretionary sales surtax. The maximum tax of \$18,000 will apply.

When is Tax Due?

Unless exempt, a boat must be licensed, titled, or registered in Florida with any county tax collector, licensed private tag agency, or the Department of Highway Safety and Motor Vehicles:

- Within 30 days of the purchase date or the date the boat entered Florida; or
- Within 90 days after the boat enters Florida, when the boat is documented, licensed, titled, or registered in another state.

Florida use tax, plus any applicable discretionary sales surtax, due on a boat purchased in Florida or brought into Florida within six (6) months of the date of purchase, is paid at the time of licensing, titling, or registering the boat in Florida.

Specific Exemptions

Boats Sold to Nonresidents

A boat sold by or through a registered dealer or broker to a purchaser who is a nonresident of Florida at the time of taking delivery of the boat in Florida is exempt. This exemption applies to the sale of a boat, including any accessories, but does not apply to the sale of a boat trailer.

The nonresident purchaser must meet the following requirements:

- The nonresident purchaser must sign an affidavit stating that he or she has read the law and rules regarding the specific exemption claimed and agrees to remove the boat from Florida. A suggested format for the required affidavit is provided in Rule 12A-1.007(9), Florida Administrative Code.
 - A boat of less than 5 net tons of admeasurement 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.
 - If the boat is 5 net tons of admeasurement or larger, the purchaser may obtain a set of Florida Department of Revenue boat decals, which authorize the boat to remain in Florida waters up to 90 days after the purchase. This period may be extended to 180 days with the purchase of a 90-day extension decal. The decals must be obtained from the selling dealer or broker.
- Within 30 days of the date of sale, the dealer or broker must provide the Department with a copy of the invoice, bill of sale, and/or closing statement, and the original signed affidavit provided by the nonresident purchaser.
- Within 30 days of removing the boat from Florida, the nonresident purchaser must furnish the Department with proof that the boat left Florida. Receipts for fuel, dockage, or repairs purchased outside Florida must identify the boat.
- Within 90 days of removal, the nonresident purchaser must provide the Department with written documentation evidencing that the boat was documented, licensed, titled, or registered outside Florida or documentation that the nonresident purchaser has applied for documentation, licensing, titling, or registration of the boat.

This exemption does not apply to a Florida resident, an entity in which the controlling person is a Florida resident, or a corporation in which any officers or directors are Florida residents.

Documentation must be mailed to:

General Tax Administration
Boats – MS 1-2800
Florida Department of Revenue
PO Box 6417
Tallahassee FL 32314-6417

Foreign-Flagged Vessels

Foreign-flagged vessels or boats holding a valid “License to Cruise in the Waters of the United States” issued by the United States Customs Service pursuant to 19 Code of Federal Regulations 4.94 are not subject to Florida use tax.

Boats Imported for Sale

A boat that is brought into Florida for the sole purpose of sale at retail by a registered boat dealer or broker is exempt from Florida use tax. The boat must be under the care, custody, and control of the dealer or broker, and personal use of the boat is not permitted while it is in Florida.

Boats Temporarily Docked in Florida

When Florida sales or use tax has not been paid on a boat brought into Florida, the boat is not subject to Florida use tax when the boat remains in a Florida registered facility that rents dockage or slippage for a period not to exceed a total of 20 days in any calendar year. The 20-day period begins on the day the boat is docked at the facility.

If the boat enters Florida for repairs or modifications at a registered repair facility, the boat may remain in Florida tax-exempt until the repairs or modifications are completed. The 20-day period stops while the boat is being repaired or modified. Once the repairs are complete, the owner has the balance of the 20-day period to remove the boat from Florida.

Storage of a boat at a registered repair facility does not qualify for tolling of the 20-day time period.

Penalty and Interest

Anyone who purchases a boat and obtains a tax exemption as a nonresident purchaser is subject to Florida use tax, discretionary sales surtax, interest, and penalties (including a mandatory penalty equal to the tax) when:

- A boat that bears a decal set remains in Florida after the expiration of the decal;
- A boat that does not bear a decal set and is not in a Florida registered repair facility remains in Florida more than 10 days from the date of purchase;
- A boat that does not bear a decal set and that was in a Florida registered repair facility remains in Florida more than 20 days from the date the repairs or alterations were completed;
- A boat returns to Florida within six (6) months from the date of departure, is not placed in a Florida registered repair facility, and stays in Florida more than 20 days; or
- The nonresident purchaser does not furnish the Department with the required documentation.

A purchaser who attempts to evade tax by submitting a fraudulent affidavit is subject to the tax due, interest, and a mandatory 200% penalty (according to section 213.29, Florida Statutes). The purchaser is also subject to a fine of up to \$5,000 and up to five (5) years in prison.

Reference Material

Tax Laws – The Department’s online Revenue Law Library contains statutes, rules, legislative changes, opinions, court cases, and publications. The Revenue Law Library can be found under the Quick Links on the Department’s homepage at floridarevenue.com.

Brochures – Download these brochures at floridarevenue.com/forms:

- *Florida Sales and Use Tax* (GT-800013)
- *Discretionary Sales Surtax* (GT-800019)
- *Sales and Use Tax on Boats – Information for Dealers and Brokers* (GT-800006)

Information, forms, and tutorials are available at floridarevenue.com.

To speak with a Department representative, call Taxpayer Services at 850-488-6800, Monday through Friday, excluding holidays.

To find a taxpayer service center near you, go to floridarevenue.com/taxes/servicecenters.

Subscribe to Receive Email Alerts from the Department.

Subscribe to receive an email for due date reminders, Tax Information Publications (TIPs), or proposed rules. Subscribe today at floridarevenue.com/dor/subscribe.



**Suggested Format for Affidavit for Exemption of Boat Sold for Removal
from the State of Florida by a Nonresident Purchaser**

GT-500003
R. 12/01

The following is a suggested format for an affidavit to be completed by the purchaser and furnished to the selling dealer. In order to satisfy the requirements for exemption, the affidavit must contain all of this information and be completed in full.

STATE OF _____ COUNTY OF _____

***** READ CAREFULLY BEFORE SIGNING *****

Before me this day personally appeared the below named affiant who, being duly sworn, deposes and says:

1. I have read the Florida Department of Revenue Rule 12A-1.007(9), Florida Administrative Code, and § 212.05, Florida Statutes (F.S.); and
2. I am not a resident of the State of Florida and did not make my permanent place of abode in Florida at the time of taking delivery of the boat designated below; and
3. I am not engaged in Florida in any employment, trade, business, or profession for which the designated boat will be used in Florida; and
4. I represent a corporation which has no **officer** or **director** who is a resident of, or makes his or her permanent place of abode in Florida; and
5. I represent an artificial entity other than a corporation which has no individual vested with authority to participate in the management, direction, or control of the affairs of the entity who is a resident of Florida, or makes his or her permanent place of abode in Florida; and
6. ***Within 30 days of the date of departure from Florida of the herein described boat, I agree to furnish the Florida Department of Revenue with written proof that this vessel was licensed, titled, registered or documented outside Florida; and***
7. ***Within 10 days of the date of departure of the herein described vessel, I agree to furnish the Florida Department of Revenue with invoices for fuel, dockage charges, or repairs issued by out-of-state vendors or suppliers or other documentary evidence which specifically identifies this boat, including the hull ID number; and***
8. I claim exemption under § 212.05(1)(a)2., F.S., from Florida sales and use tax on the purchase of the boat designated below for the following reason:

☐ Boat herein identified and described is 5 net tons of admeasurement or larger and I plan to have the boat in Florida for a period *up to 90 days from the date of purchase*. I hereby agree to purchase from the selling dealer, at the time of sale, a decal issued by the Florida Department of Revenue authorizing the boat to remain in Florida up to 90 days following the date of sale. *I further agree to remove the boat from Florida within the 90 day period authorized by the decal and understand that the 90 day period may not be tolled for any reason including repairs.*
☐ Boat will be removed by me or by my designated agent from the State of Florida **within 10 days** of the date of purchase.
☐ Boat is to be repaired or altered and will be removed from the State of Florida by me or by my designated agent **within 20 days** (excluding tolled days) after completion of the repairs or alterations consistent with § 212.05, F.S.

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

Name of Purchaser _____ SSN: _____

If Purchaser is a Corporation or Partnership, List Officers or Partners _____

T.I.N. _____

Purchaser's Permanent Address (Street) _____

(City) _____ (State/Country) _____ (ZIP) _____

Purchaser's Daytime Telephone Number (_) _____ D.O.B. _____

Purchaser's Driver's License Number and State of Issuance _____

Purchaser's Passport or Visa Number _____

Name of Selling Dealer Sunshine Cruising Yachts

Address of Selling Dealer (Street) 134 Riberia Street, Ste 10

(City) Saint Augustine (State/Country) FL (ZIP) 32084

Selling Dealer's Florida Sales and Use Tax Registration Number 28-8017981029-9

Dealer's Telephone Number (_) 305-807-4096

Date of Sale (Month) _____ (Day) _____ (Year) _____

DESCRIPTION OF BOAT

Make _____ Model _____ Year _____
Hull Number _____ ☐ New ☐ Used
Name of Vessel (New) _____ (Ex) _____
State/County Registration and/or Coast Guard Documentation Number _____
Sales Price _____ Trade-In Allowance _____
Net Amount Paid _____

Ninety Day Decal Number, if applicable (Affix Here): _____
Primary Location of the Vessel Prior to Removal: _____

Under the penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief. I understand that if I fail to comply with the requirements of this affidavit I will be liable for payment of the tax and a mandatory penalty equal to the tax. I further understand that if I purchase a decal and remove or alter it, or cause or allow another person to do the same, then I will be subject to payment of the tax plus a 200 percent penalty. I further understand that I may be subject to imprisonment of up to 1 year and a fine of up to \$1000.00.

Signature of Affiant (Purchaser)

Sworn to (or affirmed) and subscribed before me this day of _____, _____.

Signature of Notary

Print, Type or Stamp Name of Notary

- ☐ Personally known
☐ Produced identification

Type of Identification: _____

Original and copy of invoice, bill of sale or closing statement must be submitted within five (5) days of the date of sale to the Florida Department of Revenue, Central Compliance and Enforcement, Boat Enforcement Unit, P.O. Box 6417, Tallahassee, Florida 32314-6417.

1st copy: To be retained by the dealer and made part of the dealer's records

2nd copy: Purchaser's copy

Dealer's Notice: Affidavits not filed within five (5) days of the date of sale or closing will not be accepted by the Florida Department of Revenue.