

MyBroker is:

# Our Comprehensive Sellers' Guide



Revised 2024

Intellectual property of Sunshine Cruising Yachts, LLC

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# Why Sunshine Cruising Yachts?

You need to have a relationship with your broker that is based on trust and integrity. We promise to exemplify both.

We have carefully chosen our team of professional yacht salespeople, all of whom are boaters with unique areas of knowledge. Put together, our team has well over 200 years of boating experience, having traveled many miles. We 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 listing broker to meet your goals. Sunshine Cruising Yachts brokers are conveniently located in many areas, making it easier to show your yacht to potential buyers no matter the location. We offer virtual showings and immersive 3D tours for buyers who are unable to travel.

We are educated in the marketing trends and the buying and selling climate. Using many tools, 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, immersive 3D/VR tours and videos, and have a reputation for including as MUCH information as we can in our listings, intriguing potential buyers! Lazy listings are not our thing.

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 as **YachtBroker.org, YachtR** and others have to offer. 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. We have strong relationships with such FSBO sites as **CatamaranSite, SailboatListings**, and others. 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.

# The Process

Once the listing agreement is signed and all necessary documents collected, we will set up a time to photograph and film your 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 we ask that nobody be on the vessel during the process.

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 revised!

It's important that we be able to access your boat. Combination locks are preferred, and we can provide one for you. If there are any restrictions on when a boat can be accessed, we need to know

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 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.

Once a written offer has been accepted, a 10% **refundable** deposit will be sent by the buyer and held in our state-approved escrow account and the Purchase and Sale Agreement will be considered fully executed.

Preparing your yacht for the survey is of utmost importance! 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 you will need to have a captain or designated representative to run her for you. Please note that the buyer always chooses the surveyor

# The Process Cont.

Typically, within three to five days after the survey, the buyer will receive a copy of the survey report. It's normal for the buyer to wait for the survey report before they make a decision as to whether to move forward with the purchase. While a buyer will occasionally share the report with a broker or seller, it is not customary nor mandatory for them to do so.

Once the acceptance form is signed, we proceed to closing. Should the buyer sign a rejection form, the purchase agreement is terminated. If there is renegotiation as part of the process, it 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 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. 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. 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

Please note that the buyer decides what closing company they would like to use, and often lenders will have preferred companies. Our default is ASAP Marine Documentation.

**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.**

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. 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. Hull and deck surfaces should be clean with a nice shine. This may include compounding and/or waxing.
- Clean and touch up teak and other woodwork as needed. This can be a labor-intensive project that can scare potential buyers away.
- Clean, polish & shine stanchions, winches, windlass, arches and other metal surfaces as needed.
- Propane compartments, lazarettes, and other deck storage compartments should be cleaned, including fishing wells, coolers and icemakers.
- Verify windlass operation and review condition of your ground tackle. Rusty chain should be cleaned or replaced.
- Fill water tanks and ensure water is rust, salt, and odor free when coming out of faucets. Treat as necessary.
- Inspect, clean and replace any worn dock lines.
- Clean dirty shore power cables.
- Enclosures and canvases should be in good condition and installed/available for inspection.
- Damaged gear and equipment should be repaired, replaced, or removed.
- Clean and arrange cockpit cushions, making sure they are free from mildew.
- 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.
- Check steering system and operation of rudder. 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.
- 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.
- 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.
- 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.
- Clean heads. A cluttered or dirty head is hard to overcome.
- 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.
- Check all lights and replace bulbs as needed. This may be the perfect time to switch to LED bulbs.
- Ensure that all gauges and alarms function properly.
- 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.
- 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.
- Have the yacht fully fueled. This diminishes condensation in the fuel tanks.
- Replace worn out hoses and clamps. Ensure hose clamps are rust-free and doubled where appropriate., such as seacocks. Clean out raw water strainers.
- Ensure stuffing box and cutlass bearing operate as designed.

- Ensure all breakers and GFI's function properly when their associated systems are in use, including shore power and 12/24 volt systems.
- Clean your bottom. A dirty bottom shows a lack of maintenance and potential buyers will wonder what else has been neglected. Inspect prop and replace any sacrificial zincs.
- 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.
- 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!

Making sure all these items are completed will help your survey day go smoothly too!

## **READY TO GO? HERE'S WHAT WE NEED!**

Signed listing agreement.

Copies of ownership paperwork (title or Coast Guard documentation).

A copy of your insurance policy.

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, marina hours, etc.).

**Thank you for choosing to work with Sunshine Cruising Yachts. We look forward to selling your vessel and helping you find your next**



# International Yacht Brokers Association, Inc.

## LISTING AGREEMENT FOR BROKERAGE VESSEL

Owner:	Phone:	Email:
Address:		
Vessel Name:	Length Overall:	Manufacturer:
Model and Model Year:	HIN:	Engines:
Flag:	Official/Title No.:	Duty Paid: <input type="checkbox"/> Yes <input type="checkbox"/> No
Place of Registration:	Lienholder:	Sales/Use Tax Paid: <input type="checkbox"/> Yes <input type="checkbox"/> No
Owner good standing ____ Yes ____ No	Jurisdiction of Owner	Owner's Bank:
Insurer:	Policy No.:	Capt. Name:
Asking Price:	Sales Executive:	Capt. Phone:

### OTHER REGISTERED VESSEL INCLUDED (if more, see Addendum)

Other Registered Vessel Name:	Length Overall:	Manufacturer:
Model and Model Year:	HIN:	Engines:
Flag:	Official/Title No.:	Duty Paid: <input type="checkbox"/> Yes <input type="checkbox"/> No
Place of Registration:	Lienholder:	Sales/Use Tax Paid <input type="checkbox"/> Yes <input type="checkbox"/> No

1. **Agreement.** On this the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, Owner grants \_\_\_\_\_ ("Brokerage"), the exclusive right and authority to manage the sale of the Vessel described above upon the terms set forth in in this Listing Agreement (the "Agreement"). Brokerage will submit all offers to Owner. Owner will sell the Vessel to a customer who is ready, willing, and able to purchase at the Asking Price or any other price at which Owner agrees. Capitalized words in this Agreement refer to the corresponding terms in the table above unless otherwise defined here. "Vessel" also includes all gear, machinery, equipment, furniture, fuel, consumables, and all registered or unregistered tenders, toys, articles and appurtenances on board the Vessel as of the date of this Agreement, and/or included on the Vessel's listing specification, except for items listed below on the Exclusions List, which items are not included in the sale.

2. **Authorization.** Brokerage is authorized to distribute information describing the Vessel and to advertise and market the Vessel in any medium and in any manner Brokerage deems appropriate, including multiple listing services.

3. **Cooperation.** Owner shall (a) supply such data on the Vessel as reasonably requested by Brokerage, (b) inform Brokerage about changes in the Vessel's location, price, or specifications, (c) remove all personal belongings and items listed on the Exclusion List prior to transfer of ownership of the Vessel ("Closing"), (d) make the Vessel reasonably available for showings, (e) refer all inquiries or offers received from other brokers or parties interested in purchasing the Vessel to Brokerage and (f) execute a Purchase and Sale Agreement ("PSA") when Brokerage finds a buyer in accordance with the terms of this Agreement or on any other terms acceptable to Owner.

Owner's Initials: \_\_\_\_\_

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Broker's Initials: \_\_\_\_\_

Rev 9.29.21

This form was prepared for the exclusive use and benefit of the members of the IYBA. The parties and Brokerages 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.

4. **Disclosures.** Owner represents and warrants: (a) **[MUST CHECK ONE]** ☐ the Vessel has **not** been materially damaged since Owner purchased it nor is Owner aware of any damage to the Vessel prior to its ownership or ☐ the Vessel sustained material damage described on the attached addendum which Brokerage is authorized to disclose to potential buyers, who may rely on the representations contained herein in making a purchasing decision, (b) Owner will transfer the Vessel to buyer free of all debts, claims, liens, taxes, customs duties, license fees and encumbrances of any kind, (c) Owner is legally entitled to sell the Vessel, and (d) Owner shall provide Brokerage copies of ownership and registration records for the Vessel (including Other Registered Vessels) within five (5) days of the date of this Agreement.
5. **Commission.** Upon the sale, charter for a period in excess of 180 days, trade, or exchange of the Vessel, Owner will pay Brokerage a fee of \_\_\_\_\_ ( ) percent of the (i) gross sales price of the Vessel, (ii) the total amount of payments to Owner under the charter, or (iii) the value of the Vessel as assigned by the Parties (or if none, the Asking Price) in any trade or exchange (the "Commission"). Owner shall pay the Commission immediately upon Closing or execution of the charter agreement, as applicable. The sale, trade, or exchange of a majority of the stock, membership interest, or equitable interest of an entity holding title to the Vessel, will be deemed a "sale" of the Vessel for the purposes hereof. Brokerage may work with other brokers to sell the Vessel. Any cooperating or sub-listed brokerage ("Co-Brokerage") involved in the sale shall receive its fee from Brokerage. If Owner transfers ownership of the Vessel to an entity majority owned by Owner, this transfer will not be deemed a "sale."
6. **Deposits.** Brokerage may pay itself the Commission or other amounts it is owed from any deposit held by Brokerage. Owner hereby irrevocably (a) assigns to Brokerage the right to payment of the Commission from the deposit, no matter who is holding such deposit and (b) directs the deposit holder to pay such to Brokerage pursuant to the terms hereof.
7. **Custody.** Brokerage does not assume and is not delegated care, custody, or control of the Vessel. Brokerage's procuring of docking and mooring space for the Vessel to make it available for inspection by potential buyers is not to be deemed as an assumption of the care, custody, or control. Care, custody, and control of the Vessel remains at all times with Owner, and Owner is solely responsible 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 buyers. Brokerage shall not be deemed to be responsible for the safety, security or protection of the Vessel during the term of this Agreement and shall not be responsible for any damage or loss to the Vessel.
8. **Showing and Insurance.** Brokerage and Co-Brokerage and their respective brokers, sales executives, employees and agents may board and show the Vessel. Owner shall keep the Vessel fully insured (including coverage for personal liability, theft, fire, physical damage, and for inspection, trial run, and marine survey purposes). Proof of Owner's insurance will be provided to Brokerage upon request. Owner shall advise (a) Brokerage prior to any cancellation or change in coverage and (b) its insurer of the fact of its entering into this Agreement.
9. **Term.** The term of this Agreement is one year from the date the Owner signs it ("Term"). The Term will automatically renew for successive one-year periods (each a "Renewal Term") on the same conditions. During any Renewal Term, either party may terminate this Agreement upon 30 days written notice. In addition, either party may terminate this Agreement upon the other's material breach hereof and failure to cure within 30 days of written notice of same. Upon execution of a PSA, this Agreement will automatically extend until the Vessel is sold or the PSA is canceled in accordance with its terms.
10. **Other Situations.** Owner shall pay the Commission to Brokerage if within 6 months after termination of this Agreement Owner charters, donates (and the donee does not pay the Commission) or otherwise transfers or conveys the Vessel to any party to whom the Brokerage or any Co-Brokerage physically showed the Vessel during the Term. Upon written request by Owner or Owner's new listing broker, Brokerage shall provide within 5 business days of such request a complete list of persons to whom the Vessel was physically shown during the Term, failing delivery of which Brokerage shall be deemed to have waived a claim to the Commission on the sale of the Vessel to any person who should have been listed. Owner shall also be liable for the Commission if (a) Owner defaults on an executed Purchase and Sale agreement, (b) Owner agrees with buyer to cancel an executed PSA, (c) Owner donates the Vessel during the Term and the donee has not paid Brokerage the Commission, (d) Brokerage presents a bona-fide offer at or above the Asking Price and Owner fails to accept the offer provided that the offer contains no contingencies other than those contained in the current IYBA Purchase and Sale Agreement for Brokerage Vessel, or (e) the holder of a mortgage or security interest in the Vessel takes possession of the Vessel when it is subject to a PSA and such holder directly or indirectly sells the Vessel to the buyer named in the PSA. In the event of a Commission is due under this paragraph, the Commission shall be calculated as 10% of the Asking Price.
11. **Buyer's Default.** If Owner enters into a PSA and retains liquidated damages thereunder, such will be applied first to payment of any unpaid costs or expenses that buyer or Brokerage incurred against the Vessel. The remainder will be divided equally between Owner and Brokerage, except that Brokerage's share will not exceed the Commission amount.

12. **Dockage.** If Brokerage is to provide dockage, the terms shall be pursuant to a separate agreement. Owner is solely responsible for all costs of dockage, fuel, provisions, insurance and other costs related to the Vessel.

13. **Maintenance and Transportation.** If Owner makes arrangements with any member of Brokerage's staff or a third-party vendor to repair minor damage, wash/wax the exterior of the Vessel, or to clean the interior of the Vessel (collectively "Maintenance") or to move the Vessel ("Transportation"), such arrangements shall not be deemed to be with Brokerage. Brokerage 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. Brokerage will not perform any repairs or maintenance on the Vessel, unless specifically agreed to by Brokerage in writing. Any repair work to be performed other than, by, or on behalf of Brokerage must be performed outside of Brokerage's premises.

14. **Agency.** Owner acknowledges and agrees that Brokerage may act as a dual-agent in a purchase and sale transaction if buyer is not represented by its own Brokerage, i.e. representing both Owner and the buyer. Brokerage may disclose to both parties facts known to Brokerage materially affecting the Vessel's value or desirability; provided, however, that Brokerage shall not, without Owner's consent, disclose to a buyer that Owner is willing to sell the Vessel for an amount less than the Asking Price, or without the buyer's consent, disclose that the buyer is willing to pay a price greater than the offered price. Brokerage may have or obtain listings for other vessels. Potential buyers may purchase vessels the same as or similar to the Vessel through Brokerage. Owner consents to Brokerage's representation of sellers and buyers of such other vessels before, during, and after this Agreement.

15. **Responsibility.** Owner shall indemnify, hold harmless and release Brokerage and Co-Brokerage and their respective brokers, sales executives, employees and agents (each a "Released Party") against and from any and all claims, losses, damages, liabilities, attorneys' fees and costs (at all pretrial, trial and appellate levels) and other expenses (each a "Claim"), including, without limitation, any Claim by Owner or any other person or entity, that a Released Party may incur because of or arising from (a) Owner's negligence, representations, misrepresentations, actions or inactions, (b) advertising materials provided to Brokerage by Owner that are subject to copyright or trademark restrictions, and (c) a showing, inspection, trial run or other running of the Vessel, unless arising from the negligence or intentional act of a Released Party. Brokerage's liability to Owner with respect to any Claim arising from any cause whatsoever is limited to 10% of the Asking Price, or, the Commission payable on any transaction from which the Claim arises, whichever is less. If a Claim results from the negligent or intentional act of a Released Party with respect to a showing, inspection, trial run or other running of the Vessel, such limitation does not apply. This paragraph will survive the termination of this Agreement.

16. **Miscellaneous.** This Agreement, including its exhibits and schedules, is the **entire agreement** between the parties pertaining to the subject matter hereof and **supersedes** all prior and contemporaneous negotiations, agreements, representations, warranties, and understandings pertaining thereto, be they in writing, oral, or otherwise. If any term, condition, or provision of this Agreement is held to be unenforceable for any reason, it shall be interpreted to achieve the intent of the parties to this Agreement to the extent possible rather than avoided. In any event, all other terms, conditions and provisions of this Agreement shall be deemed valid and enforceable. There are no other duties, obligations, liabilities, or warranties, implied or otherwise, except as set forth herein. This Agreement is binding on all parties, their heirs, personal representatives and/or assigns. Paragraph headings are informational and included only for convenience. This Agreement may not be amended or modified, except in writing, signed by both parties. Notice and delivery given by or to the attorney 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. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned by Owner by operation of law or otherwise without the prior written consent of Brokerage and any attempt to do so will be void. No claim or right arising out of this Agreement can be waived or discharged by one party, in whole or in part, unless in writing, nor shall any waiver be applicable except in the specific instance for which it is given. In the event of any dispute between the parties hereto arising out of the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs for all pretrial, trial and appellate proceedings. Neither party shall be responsible for delays or failures in performance resulting from a Force Majeure Event. For purposes hereof, a "Force Majeure Event" event includes, 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 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. 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 were upon the same instrument. All provisions of this Agreement shall survive the expiration/termination of this Agreement in accordance with their terms and conditions.



**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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement in any other court or arbitral forum. 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 Agreement.**

**OWNER:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BROKERAGE:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**GUARANTY:** If the Owner is a legal entity, its obligations are guaranteed as of the date first stated above by the company's principal whose name and signature appear below, in consideration to such principal of the benefit it is deriving from this Agreement.

Principal's Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**SHOWING INSTRUCTIONS:**

**EXCLUSIONS LIST:**

Owner's Initials: \_\_\_\_\_

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Broker'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 Brokerages 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.

**Sunshine Cruising Yachts**

134 Riberia Street, Ste 10

Saint Augustine FL 32084

305-807-4096 (P)

[www.sunshinecruisingyachts.com](http://www.sunshinecruisingyachts.com)

## Showing Instructions

***Vessel Information***

Make:	_____	Length:	_____
Model:	_____	Hull #:	_____
Year:	_____	State Reg #:	_____
Name:	_____	Official / Doc #:	_____

***Vessel Location***

Marina:	_____	Slip No:	_____
Address:	_____	Key Location:	_____
	_____	Captain Name:	_____
Marina Phone:	_____	Captain Phone:	_____
		Captain Email:	_____

Map URL:

***Comments******Listing Broker Information***

Name:	Melanie Neale	Work:	305-807-4096
Brokerage:	Sunshine Cruising Yachts	Mobile:	_____
Address:	134 Riberia Street, Ste 10	Email:	melaniesunshineneale@gmail.com
	Saint Augustine FL 32084		



**Sunshine Cruising Yachts**  
134 Riberia Street, Ste 10  
Saint Augustine FL 32084  
305-807-4096 (P)  
www.sunshinecruisingyachts.com

## Material Damage Disclosure

Has the Vessel been materially damaged since Owner purchased it or is Owner aware of any damage to the Vessel prior to its ownership? ☐ YES ☐ NO

The Owner represents and warrants that the above declaration is true and any known material damage is disclosed below. Broker is authorized to disclose all information provided about such material damage to potential buyers, who may rely on the representations contained herein in making a purchasing decision.

### Vessel Information

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

Disclosures:

Material Damage

Understood and Agreed by:

### Owner(s) or Authorized Representative

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](http://www.sunshinecruisingyachts.com)

**Amendment to Central Listing Agreement**

This agreement serves as an Amendment to the Central Listing Agreement dated \_\_\_\_\_,  
between \_\_\_\_\_ (Seller) and Sunshine Cruising Yachts  
(Broker), concerning the vessel \_\_\_\_\_.

IT IS AGREED BETWEEN THE SELLER AND BROKER AS FOLLOWS:

ALL OTHER TERMS AND CONDITIONS OF SAID AGREEMENT REMAIN UNCHANGED.

Agreed and Accepted by:

Seller: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Seller: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Broker: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_