

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 \$400 administration fee to cover the costs associated with coordinating and processing the closing.***

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*



PURCHASE AND SALE AGREEMENT

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

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

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

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

Initials Buyer(s): _____

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

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

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

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

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

Initials Buyer(s): _____

Initials Seller(s) _____

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLING BROKER: Acknowledgement and receipt of deposit

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

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

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

Initials Buyer(s): _____, _____

Initials Seller(s) _____, _____

International Yacht Brokers Association, Inc.

CONTRATO DE COMPRA Y VENTA PARA CORRETAJE DE YATE

COMPRADOR:	VENDEDOR:
Dirección:	Dirección:
Nacionalidad:	Nacionalidad:
NOMBRE DEL YATE/BUQUE:	FABRICANTE:
Modelo:	Longitud total:
Año:	N° de <input type="checkbox"/> Doc o <input type="checkbox"/> Reg: Bandera:
N° de identificación de casco (HIN):	Descripción del motor:
Corredor Vendedor (<i>Selling Broker</i>):	Corredor del Listado (<i>Listing Broker</i>):
FECHAS IMPORTANTES	PRECIO DE COMPRA
Fecha de la Oferta:	Precio de Compra:
Fecha de Vencimiento de la Oferta:	Menos Depósito:
Fecha de Aceptación/Rechazo:	Menos la Compensación Comercial (ver adenda):
Fecha de Cierre:	Saldo:

Lugar de Entrega (Delivery Location):

Nota: En el caso que el Yate deba ser trasladado al lugar de entrega, es necesario especificar dicho lugar con precisión.

YATES REGISTRADOS ADICIONALES INCLUIDOS ☐ Sí ☐ No

1. **Acuerdo.** El Comprador se obliga a comprar, y el Vendedor se obliga a vender, todos los derechos, títulos y participaciones sobre el Yate descrito anteriormente en los términos y condiciones establecidos en el presente Contrato de Compra y Venta (el "PSA"). Los términos en mayúsculas utilizados en el presente PSA se refieren a los términos correspondientes en la tabla anterior, salvo que se definan de otro modo en el presente documento. La fecha que entra en vigor, "Fecha Efectiva", este PSA es la fecha en la que ha sido firmado por ambas partes. El "Yate" también incluye todos los aparatos, maquinaria, equipo, mobiliario, combustible, consumibles y todas las embarcaciones auxiliares (*tenders*) registradas o no registradas, juguetes, artículos y accesorios a bordo del Yate y/o incluidos en la especificación de la venta del Yate a la fecha del presente Contrato, excepto los artículos detallados en la Lista de Exclusiones proporcionada por el Vendedor o el Corredor del Listado (*Listing Broker*), en lo que ocurra primero entre (a) cinco (5) días siguientes a la Fecha Efectiva o (b) la Fecha de Aceptación/Rechazo, cuyos artículos no están incluidos en la venta. Si el Comprador acepta el Yate, se entiende que ha aceptado la Lista de Exclusiones. Al Corredor del Listado (*Listing Broker*) y Corredor Vendedor (*Selling Broker*), de aquí en adelante, se les referirá como los "Corredores". En caso de que exista una Compensación Comercial, las condiciones del canje se regirán por las disposiciones de la Adenda de Canje de Yate (*Trade-In Vessel Addendum*) adjunta. Si cualquiera de las partes no firma y entrega el presente PSA a la otra parte en la Fecha de Vencimiento de la Oferta o antes, el PSA no tendrá efecto.

2. **Deposito.** Dentro de los _____ días hábiles (o 3 días hábiles si se deja en blanco) siguientes a la firma del Vendedor del presente PSA, el Comprador pagará el Depósito a la cuenta del Corredor Vendedor (*Selling Broker*), según se reconoce a continuación, como depósito para el Precio de Compra, mismo que se mantendrá sujeto a los términos del presente PSA. El Vendedor puede negarse a permitir que el Comprador proceda a someter el Yate a inspección, prueba de peritaje/estudio marítimo y otras inspecciones hasta que el Depósito se haya hecho efectivo y acreditado en la cuenta de depósito *escrow* del Corredor Vendedor (*Selling Broker*).

3. **Opción de Inspección; Aceptación del Yate; Condiciones de la Inspección.** La obligación del Comprador de comprar el Yate está sujeta a la satisfacción del Comprador, a su exclusiva discreción, mediante una prueba y una inspección del Yate, aunque el Comprador puede elegir no hacer la inspección del mismo. En caso de inspección: (a) El Comprador seleccionará al perito (*surveyor*), (b) el perito (*surveyor*), y no los Corredores, será la única parte responsable de cualquier error u omisión con respecto a la inspección, a pesar de que los Corredores puedan haber proporcionado información y ayudado al Comprador a contratar al perito (*surveyor*), (c) **el Vendedor pondrá a disposición el Yate y el Comprador completará la prueba y el peritaje tan pronto como sea posible**, (d) el Vendedor pagará todos los gastos de funcionamiento y asumirá los riesgos asociados con la prueba (*trial run*), y el Comprador pagará **todos** los costos del

Iniciales del Comprador: _____/_____

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del _____ vendedor:

peritaje, incluyendo los costos asociados, *p.ej.*, cargos de acarreo (*haul-out*), de muelle seco (*dry dock*) y de subcontratistas, (e) el Comprador y su perito serán los únicos responsables de determinar el alcance del peritaje y de la prueba (*trial run*) para evaluar la conformidad del Yate con los requisitos del Comprador y (f) el Comprador entregará una notificación por escrito del rechazo o aceptación del Yate al Vendedor o al Corredor del Listado (*Listing Broker*) en o antes de la Fecha de Aceptación/Rechazo. ***Una aceptación sujeta a cualquier condición se considerará una propuesta de modificación de este PSA y no impedirá al Comprador aceptar el Yate incondicionalmente en o antes de la Fecha de Aceptación/Rechazo. Independientemente de que el Comprador haya inspeccionado el Yate, se considerará que el Comprador ha rechazado el Yate si no notifica oportunamente por escrito su aceptación. Ante la aceptación del Yate por parte del Comprador, el Vendedor no hará ningún uso del Yate hasta el Cierre (definido en la Cláusula 4), excepto para trasladar el Yate al Lugar de Entrega.*** Si el Comprador rechaza o, se considera que rechaza el Yate, después de que se hayan pagado todos los gastos incurridos en nombre del Comprador, (i) el Corredor Vendedor (*Selling Broker*) devolverá el Depósito al Comprador, (ii) este PSA terminará, y (iii) las partes y los Corredores quedarán liberados de cualquier otra responsabilidad en virtud del mismo. Los Corredores no se harán cargo de los costos de corrección de los defectos o deficiencias observados durante la prueba y la inspección.

4. Cierre. La transferencia de la propiedad del Yate (el "Cierre") se producirá en la Fecha de Cierre en el Lugar de Entrega simultáneamente con el pago de todos los fondos adeudados por el Comprador y la entrega de originales de todos los demás documentos necesarios para la transferencia del título propiedad (*good and marketable title*) al Comprador. Si el Yate debe trasladarse al Lugar de Entrega, el Vendedor no deberá llevar el Yate al Lugar de Entrega a menos que los fondos hayan sido pagados en su totalidad o estén sujetos a un depósito (*escrow*) condicionado únicamente a la entrega del Yate en el Lugar de Entrega y a la liberación de los documentos de título y propiedad al Comprador. El Cierre puede facilitarse mediante envío de documentos por mensajería con entrega al siguiente día o por medios electrónicos. El Vendedor entregará el Yate (según se define en la Cláusula 1) al Comprador en el Lugar de Entrega, excepto por el combustible consumido durante la prueba (*sea trial*) y cualquier viaje al Lugar de Entrega. En o antes de la Fecha de Cierre, el Vendedor deberá entregar al Corredor Vendedor (*Selling Broker*) todos los documentos necesarios para transferir la titularidad y propiedad del Yate (y todas las demás cosas y elementos que por el presente documento deben entregarse) al Comprador. En el Cierre, el Comprador pagará el Saldo al Vendedor (sujeto a la Cláusula 6) y/o al Corredor Vendedor (*Selling Broker*) para que lo transfiera al Vendedor mediante transferencia bancaria. Cualquier monto que el Vendedor deba a (i) los Corredores por concepto de comisión, almacenamiento, seguro, reparaciones y/u otros o (ii) el titular de cualquier otro Gravamen, será deducido de la cantidad adeudada al Vendedor por el Corredor Vendedor (*Selling Broker*) antes del desembolso de los fondos al Vendedor, que por la presente, instruye irrevocablemente a cualquier tenedor del Depósito que pague a los Corredores la Comisión con los fondos del Depósito, conforme a los términos del presente.

5. Corredores. Las partes reconocen que el Corredor Vendedor (*Selling Broker*) y el Corredor del Listado (*Listing Broker*) son los únicos corredores autorizados por este PSA. En caso que el Corredor del Listado (*Listing Broker*) y el Corredor Vendedor (*Selling Broker*) sean la misma correduría, las partes convienen que dicho Corredor actúe como doble agente en esta transacción, es decir representando tanto al Comprador como al Vendedor, y el Corredor puede divulgar a ambas partes hechos conocidos por el Corredor que afecten sustancialmente el valor o la deseabilidad del Yate; siempre y cuando, en tal caso, el Corredor no divulgue al Comprador, sin el consentimiento del Vendedor, que el Vendedor está dispuesto a vender el Yate por una cantidad inferior al precio de venta o, sin el consentimiento del Comprador, divulgue al Vendedor que el Comprador está dispuesto a pagar un precio superior al precio de oferta. En el caso que el Corredor del Listado (*Listing Broker*) y el Corredor Vendedor (*Selling Broker*) sean distintos, el Corredor del Listado (*Listing Broker*) representará únicamente al Vendedor y no tendrá ninguna obligación, fiduciaria o de otro tipo, con el Comprador, y el Corredor Vendedor (*Selling Broker*) representará únicamente al Comprador y no tendrá ninguna obligación, fiduciaria o de otro tipo, con el Vendedor (aunque sea pagado por el Vendedor). Los Corredores están obligados a cumplir únicamente con las obligaciones expresamente establecidas en el presente documento y no se existe ningún deber u obligación implícita en el presente PSA. El Vendedor será el único responsable del pago de la comisión adeudada a los Corredores en relación con la venta del Yate según lo establecido en el presente documento. Cada parte manifiesta y garantiza a la otra que no ha empleado o tratado con ningún otro corredor, agente o representante de búsqueda en la realización de las negociaciones relativas a la venta del Yate al Comprador y reconoce que los corredores son terceros beneficiarios de este PSA.

6. Declaraciones del Vendedor; Requisitos para el Cierre. El Vendedor manifiesta y garantiza que transferirá al Comprador título propiedad (*good and marketable title*) del Yate, libre de todas las deudas, reclamaciones, gravámenes marítimos o de derecho común (*common law liens*), hipotecas o garantías, gravámenes, impuestos especiales y cualquier otro impuesto aplicable, derechos de aduana o aranceles adeudados a cualquier estado, país, autoridad reguladora y/o tributaria de cualquier tipo (colectivamente, los "Gravámenes"). En un plazo no inferior a dos (2) días hábiles antes del Cierre, el Vendedor entregará al Comprador (a) prueba satisfactoria de propiedad o titularidad, (b) prueba de pago o eliminación de todos los Gravámenes (excepto aquellos Gravámenes que se pagarán en su totalidad al Cierre), (c) una garantía e indemnización del Vendedor que garantice las declaraciones y garantías del Vendedor hechas en esta Cláusula 6, (d) si el Vendedor es una persona jurídica, una garantía personal e indemnización del beneficiario o beneficiarios finales (*beneficial owner*) del Vendedor que garanticen las declaraciones y garantías del Vendedor hechas en esta Cláusula 6, misma que incorporará los costos de litigio, honorarios de abogados, ley aplicable y las disposiciones de resolución de

conflictos en el presente PSA, y (e) copias de cualquier otro documento necesario para la transferencia del título propiedad (*good and marketable title*) al Comprador. El Vendedor pagará cualquier costo asociado con, y cooperará plenamente para obtener, cualquier autorización de venta requerida de cualquier autoridad gubernamental. Cualquier parte que sea una persona jurídica proporcionará a la otra antes del Cierre (i) prueba de que está en cumplimiento (*good standing*) bajo las leyes del Estado u otra jurisdicción bajo la cual la entidad ha sido constituida, (ii) un consentimiento o resolución que demuestre la decisión debidamente autorizada de la entidad para comprar o vender el Yate así como la legitimidad y aprobación de la persona individual que entrega o acepta el Yate y/o firme el presente PSA y/o los documentos de compra y venta, (iii) un poder o mandato (*power of attorney*) que demuestre la legitimidad y aprobación de la persona que entrega o acepta el Yate y (iv) en cuanto al Vendedor, su información bancaria para recibir transferencias.

7. Riesgo de pérdida; Fuerza Mayor. El Vendedor asumirá el riesgo de pérdida o daño del Yate antes del Cierre. Si el Yate resulta dañado después de la aceptación del Comprador y las reparaciones necesarias cuestan menos del cinco por ciento (5%) del Precio de Compra y requieren menos de 30 días para completarse, entonces (a) el Vendedor deberá reparar el daño antes del Cierre de acuerdo con las buenas prácticas marinas para dejar el Yate en el estado que se encontraba inmediatamente antes del daño y el Comprador podrá inspeccionar dicha reparación, (b) el Comprador deberá pagar el Saldo y recibir el Yate reparado, y (c) la Fecha de Cierre se extenderá por la duración del período de reparación. Si el Yate sufre daños mayores después de la aceptación del Comprador, cualquiera de las partes podrá terminar el presente PSA con las mismas consecuencias que si el Comprador hubiera rechazado el Yate. Se suspenderá la obligación de cumplir las obligaciones de las Partes ante el acaecimiento de cualquier evento fuera del alcance razonable de las mismas, ("Caso de Fuerza Mayor") incluyendo, sin limitación alguna, casos fortuitos, actos de terrorismo, huelgas, cierres patronales, disturbios, actos de guerra, incendios, fallos en las líneas de comunicación, virus informáticos, fallos de energía, accidentes, tormentas tropicales, huracanes, terremotos, plagas, pandemias, epidemias, brotes de enfermedades infecciosas, u otras catástrofes naturales de cualquier tipo (sin limitación), cuarentenas, restricciones de viaje, ya sean declaradas por las autoridades gubernamentales o por una organización no gubernamental, interrupciones del transporte regular, desobediencia civil, piratería y hostilidades de cualquier tipo (sin limitación) que afecten al cumplimiento puntual por cualquiera de las partes de sus obligaciones en el presente documento. Si se produce un *Caso de Fuerza Mayor*, los períodos de tiempo mencionados en el presente PSA, incluyendo, sin limitación alguna, la Fecha de Cierre, se considerarán extendidos por el tiempo necesario para permitir a la parte afectada cumplir de conformidad con el presente PSA; siempre y cuando, en caso que el *Caso de Fuerza Mayor* retrase la Fecha de Cierre por un período de al menos 60 días, cualquiera de las partes puede terminar el presente PSA con las mismas consecuencias que si el Comprador hubiera rechazado el Yate.

8. Incumplimiento. *No obstante cualquier disposición en contrario, si el Depósito no se paga dentro del plazo establecido* o el Cierre no se lleva a cabo debido al incumplimiento del Comprador, incluyendo, sin limitación, la falta de pago del Saldo o de firma de todos los documentos necesarios para el cumplimiento de la compra en la Fecha de Cierre: (i) el Depósito será retenido por (o si el Depósito no se pagó, el Comprador pagará una cantidad similar para) el Vendedor y los Corredores por concepto de indemnización (*liquidated damages*), como contraprestación por la firma del presente PSA, para liquidar y finiquitar todas las reclamaciones entre las partes, (ii) el Corredor Vendedor (*Selling Broker*) devolverá al Comprador cualquier otro monto recibido del Comprador, y (iii) las partes serán liberadas de todas las obligaciones existentes bajo el presente PSA. El Comprador y el Vendedor acuerdan que el Depósito se aplicará en primer lugar al pago de cualquier costo o gasto no pagado que el Comprador o el Corredor hayan incurrido en relación con el Yate y, a luego, se dividirá en un cincuenta por ciento (50%) para el Vendedor y en un cincuenta por ciento (50%) para los Corredores, lo cual los Corredores dividirán en las mismas proporciones en las que se habría dividido la comisión si se hubiera llevado a cabo la venta. Si no se lleva a cabo el Cierre debido al incumplimiento del Vendedor, el Depósito, y cualquier otro dinero pagado o depositado por el Comprador, de acuerdo con el presente PSA será devuelto al Comprador a su solicitud, o el Comprador tendrá el derecho de cumplimiento obligatorio (*specific performance*). El Vendedor acepta que el cumplimiento obligatorio (*specific performance*) es razonable debido a la unicidad y singularidad del Yate, la dificultad de demostrar la pérdida y la inconveniencia o imposibilidad de obtener un remedio adecuado de otra manera. En caso de incumplimiento por parte del Vendedor, éste deberá pagar inmediatamente a los Corredores la misma comisión que se habría pagado si se hubiera concluido la transacción.

9. Impuestos de venta y uso. Los impuestos de venta (*sales*) o de uso (*use*) pagaderos por la compra del Yate por parte del Comprador, si existen, son responsabilidad del Comprador, y el Comprador pagará los impuestos adeudados al Corredor Vendedor (*Selling Broker*) en el momento del Cierre. Por el presente, el Comprador acuerda indemnizar y eximir al Vendedor y a los Corredores de cualquier impuesto de venta (*sales*) o uso (*use*) del que sea responsable el Comprador.

10. DECLARACIONES Y GARANTÍAS. EL VENDEDOR Y LOS CORREDORES CONSIDERAN QUE LA INFORMACIÓN QUE CUALQUIERA DE ELLOS HA PROPORCIONADO SOBRE EL YATE ES VALIDA Y CORRECTA Y OFRECEN LA INFORMACIÓN DE BUENA FE, PERO NO GARANTIZAN NI PUEDEN GARANTIZAR LA PRECISION DE DICHA INFORMACIÓN. EL COMPRADOR GARANTIZA Y MANIFIESTA, EN EL MOMENTO DEL CIERRE, QUE (A) HA INSPECCIONADO COMPLETAMENTE Y HA REALIZADO UNA PRUEBA DEL YATE (O HA RENUNCIADO VOLUNTARIAMENTE A ESTOS DERECHOS) Y (B) NO HA CONFIANDO NI SE HA BASADO EN NINGÚN ANUNCIO, PROMESA, DESCRIPCIÓN, AFIRMACIÓN O DECLARACIÓN (YA SEA ORAL O ESCRITA, ANTERIOR O CONTEMPORÁNEA CON EL PSA) PROPORCIONADA POR EL VENDEDOR O LOS CORREDORES. EN EL MOMENTO DEL CIERRE, SE CONSIDERARÁ QUE EL COMPRADOR HA ACEPTADO EL YATE EN SU

ESTADO **"TAL CUAL" ("AS IS")**. EL VENDEDOR Y LOS CORREDORES NO HAN DADO NINGUNA GARANTÍA, NI EXPRESA NI IMPLÍCITA, Y NO HACEN NINGUNA REPRESENTACIÓN EN CUANTO AL ESTADO DEL YATE, SU IDONEIDAD PARA CUALQUIER PROPÓSITO PARTICULAR O COMERCIABILIDAD, **TODOS LOS CUALES SON EXCLUIDOS**.

11. **Financiamiento.** Las obligaciones del Comprador no son contingentes a la obtención de financiamiento por parte de éste. El Comprador manifiesta que se encargará del financiamiento, en caso que sea necesario. El Comprador y el Vendedor reconocen que los Corredores no han hecho ninguna declaración o garantía con respecto a la capacidad del Comprador para obtener financiamiento, las calificaciones del Comprador para obtener cualquier tipo de hipoteca o garantía sobre el Yate, o la capacidad del Comprador para documentar o registrar el Yate en cualquier jurisdicción.

12. **Ejemplares.** Las partes pueden firmar el presente contrato en cualquier cantidad de ejemplares idénticos, cada una de las cuales se considerará un original (incluidas las firmas por medio de fax, correo electrónico u otros medios electrónicos), como si las firmas estuvieran en el mismo instrumento.

13. **Efecto vinculante; contratos contemporáneos; ventas futuras.** El presente PSA es vinculante para todas las partes, sus sucesores, representantes personales y cesionarios. El Vendedor no venderá el Yate ni celebrará ningún contrato para la venta del Yate mientras el presente PSA se encuentre en vigor. En el caso que la venta no se lleve a cabo de conformidad con los términos del presente PSA, y el Comprador y el Vendedor celebrarán un contrato entre ellos para la venta del Yate, ya sea directamente o a través de una entidad bajo la propiedad o el control de una de las partes, dentro de los dos años siguientes a la conclusión del presente PSA, el Vendedor se obliga a pagar a los Corredores una cantidad idéntica a la comisión que los Corredores habrían recibido si la transacción contemplada en este PSA se hubiera cerrado.

14. **Fondos de depósito (escrow).** Las partes reconocen que (a) el Corredor Vendedor (*Selling Broker*) no será responsable del Depósito sino hasta que los fondos se hayan procesado y liberado en la cuenta del Corredor Vendedor (*Selling Broker*), (b) el Corredor Vendedor (*Selling Broker*) mantendrá el Depósito en custodia (*escrow*) una vez que los fondos se hayan liberado y cualquier otro fondo recibido por cualquiera de los Corredores de cualquier parte se mantendrá en fideicomiso (*trust*) para esa parte, (c) el Corredor Vendedor (*Selling Broker*) podrá retener la comisión adeudada a los Corredores antes de desembolsar el Depósito o el Saldo al Vendedor, y (d) en cualquier conflicto o disputa que implique fondos en poder de los Corredores, el Comprador y el Vendedor indemnizarán a los Corredores por los honorarios y costos legales relacionados de cualquier manera con el conflicto, incluyendo aquellos incurridos en cualquier apelación (cuya obligación está garantizada por un gravamen sobre los fondos en custodia (*escrow*)) y aquellos relacionados con una reclamación de una comisión, excepto en lo que respecta a un Corredor que haya sido encontrado mediante sentencia firme no apelable, haber incurrido en mala conducta intencional o haya actuado con negligencia grave (*willful misconduct or gross negligence*).

15. **Términos Adicionales.**

16. **Disposiciones Varias.** El presente Contrato constituye el acuerdo total entre las Partes en relación con el objeto del mismo y **reemplaza** todos los acuerdos, declaraciones, comunicaciones y entendimientos anteriores, ya sean escritos u orales, expresos o implícitos, en relación con el mismo. En el caso que un Corredor se convierta en parte de cualquier litigio relacionado con el presente PSA, la parte o las partes que se consideren que han incumplido el presente Contrato le reembolsarán los costos y los honorarios de los abogados, en todos los procedimientos y fases previas al juicio, en el juicio y en cualquier apelación. En caso de cualquier conflicto entre las partes que surja del objeto del presente Contrato, la parte que prevalezca (incluyendo los Corredores) en el juicio tendrá derecho a recuperar los gastos razonables, los honorarios de abogados y los costos de todos los procedimientos y fases previas al juicio, del juicio y de cualquier apelación. Si cualquier término, condición o disposición del presente PSA se considera inexigible por cualquier motivo, se interpretará para lograr la intención de las partes de este PSA en la medida de lo posible, en lugar de evitarlo. En cualquier caso, todos los demás términos, condiciones y disposiciones del presente PSA se considerarán válidos y aplicables. No existen otras obligaciones, responsabilidades o garantías, implícitas o de otro tipo, excepto las establecidas en el presente documento. El presente PSA no podrá ser modificado o cambiado sino mediante un instrumento escrito firmado por el Comprador y el Vendedor. Las notificaciones y entregas realizadas por o al abogado o Corredor que represente a cualquiera de las partes serán tan efectivas como si fueran realizadas por o a esa parte. Todas las notificaciones deben hacerse por escrito y pueden realizarse mediante entrega personal, mensajería nocturna, fax, correo electrónico u otros medios electrónicos, y serán efectivas en el momento de la entrega, conservando la prueba de entrega de la misma. El Comprador puede ceder el presente Contrato a cualquier miembro(s) de su familia inmediata o a cualquier entidad que sea propiedad o esté controlada por el Comprador y/o cualquier miembro(s) de su familia inmediata. De lo contrario, ninguna de las partes podrá ceder el presente PSA sin el consentimiento de la otra parte, el cual no podrá ser negado injustificadamente. Ninguna de las partes puede renunciar a ninguna reclamación o derecho que surja del presente PSA, en su totalidad o en parte, a menos que se realice por escrito, y ninguna renuncia procederá, salvo en el caso específico para el que se haya hecho. Los encabezados de las Cláusulas son informativos y se incluyen sólo para efectos de referencia. El presente PSA se firma tanto en inglés como en castellano, siendo ambas

versiones obligatorias para las partes, quedando entendido, sin embargo, que en caso de duda con respecto a la interpretación y entendimiento de este Acuerdo, el texto en inglés prevalecerá en todo caso.

17. Ley Aplicable y Solución de Controversias. *Seleccione (a) or (b). Si no se selecciona ninguna, procederá (a).*). Las partes resolverán cualquier conflicto que surja del presente PSA mediante: (a) ☐ arbitraje vinculante conforme a las reglas del Consejo Internacional de Arbitraje de Yates (*International Yacht Arbitration Council*)(“IYAC”) en vigencia cuando se inicie el arbitraje en Fort Lauderdale ☐, Londres ☐, o Mónaco ☐ (si no se selecciona ninguna, Fort Lauderdale), o (b) ☐ arbitraje vinculante en Londres, Inglaterra, conforme a las reglas de la Asociación de Árbitros Marítimos de Londres (*London Maritime Arbitrators Association*)(“LMAA”). ***Si se selecciona (a):*** el presente PSA se regirá e interpretará de conformidad con la legislación de Florida ☐ o la legislación inglesa ☐ (si no se selecciona ninguna, Florida), independientemente de los principios de conflicto de leyes adoptados por dicha jurisdicción. ***Si se selecciona (b)*** (i) el presente PSA se regirá e interpretará de conformidad con la legislación inglesa, independientemente de sus principios de conflicto de leyes, (ii) las partes acuerdan irrevocablemente que cualquier conflicto que surja de o en relación con el presente PSA se someterá a arbitraje en Londres de conformidad con la Ley de Arbitraje de 1996 o cualquier modificación legal o nueva promulgación de la misma, salvo en la medida necesaria para dar efecto a las disposiciones de este párrafo, (iii) el arbitraje se llevará a cabo de conformidad con las normas de la LMAA vigentes en el momento de iniciar el arbitraje, (iv) si el importe de la controversia (incluidas las reconvenções) es inferior a 100,000 dólares estadounidenses, se aplicará su procedimiento de escasa cuantía (*Small Claims Procedure*), mientras que si es superior o igual a 100,000 dólares estadounidenses e inferior a 400,000 dólares estadounidenses, se aplicará su procedimiento de demandas intermedias (*Intermediate Claims Procedure*). ***Cualquiera que sea la opción elegida:*** las partes se someten irrevocablemente a la jurisdicción exclusiva de dicho foro arbitral, renuncian a cualquier objeción que puedan tener ahora o en el futuro sobre el lugar o la conveniencia del foro, acuerdan que todas las reclamaciones relacionadas con el procedimiento se decidirán únicamente en dicho foro arbitral y, además, no presentarán ninguna reclamación relacionada con el presente PSA en ningún otro tribunal o foro arbitral. Cualquier reclamación del Comprador contra cualquiera de los Corredores, se resolverá de conformidad con los términos del presente PSA. La resolución sobre el laudo del árbitro podrá registrarse como fallo definitivo en cualquier tribunal que tenga jurisdicción. El fallo sobre el laudo dictado por el árbitro puede ser presentada como sentencia definitiva en cualquier tribunal competente. ***Las partes, después haber tenido la oportunidad de recibir asesoría legal, renuncian a un juicio con jurado para las reclamaciones que surjan en virtud del presente PSA.***

EL COMPRADOR:

Nombre: _____
Cargo: _____
Fecha: _____

EL VENDEDOR:

Nombre: _____
Cargo: _____
Fecha: _____

EL COMPRADOR:

Nombre: _____
Cargo: _____
Fecha: _____

EL VENDEDOR:

Nombre: _____
Cargo: _____
Fecha: _____

**CONFIRMACIÓN DE DEPÓSITO DEL CORREDOR VENDEDOR (SELLING BROKER)
(Sujeto a la liberación de fondos)**

Nombre/Cargo: _____

Monto: _____
Fecha: _____



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.