

WWW.CATAMARANS.COM



4005 NORTH FEDERAL HIGHWAY • FORT LAUDERDALE, FL 33308
1 & 2 ISLE OF VENICE • FORT LAUDERDALE, FL 33301
309 THIRD STREET • ANNAPOLIS, MD 21403
P.O. BOX 281 • NANNY CAY • TORTOLA • BRITISH VIRGIN ISLANDS



CENTRAL LISTING AGREEMENT

VESSEL DETAILS:

NAME: _____ MAKE: _____
TYPE: _____ LENGTH: _____ BEAM: _____
REG #: _____ DOC #: _____ HULL #: _____
MODEL: _____ YEAR: _____ LOCATION: _____
GROSS ASKING PRICE: **US\$** _____ (**\$** _____)

DESCRIPTION: (Please write 15 words or less. Description will be featured in national print advertising and e-mail notifications)

OWNER / SELLER DETAILS:

Name: _____
Address: _____
Tel: HOME: _____ BUS: _____ CEL: _____
Email: _____ FAX: _____

SPECIFIC SHOWING INSTRUCTIONS (IF ANY):

1. _____
2. _____

1. It is agreed that The Catamaran Company / 2 Hulls USA / Esserman Yacht Sales/Annapolis Catamaran Center and its Associated Companies (Hereinafter referred to as Broker) is hereby granted an exclusive right to sell and therefore authorized to manage the sale of the vessel described below in the U.S. This vessel will be offered for sale at the gross asking price and no other price shall be quoted without specific authorization from the owner. Broker agrees to submit any and all written offers to the Owner for consideration. The Owner agrees to sell the vessel to a customer of the Broker or to a customer of a sub-listed Broker who is ready, willing and able to purchase at this price or at any other price and terms the owner may accept. Owner agrees to ensure all offers made on the vessel by anyone are made through the Listing Broker.
2. The owner agrees that Broker is providing a valuable service of a kind which is for the use and benefit of both the Owner and the vessel by distributing listing information to the brokerage industry, advertising the vessel for sale and exposing it to the buying public, and providing consultation with regard to the marketability of the vessel. Therefore, Broker is authorized to and shall distribute information describing the vessel to its clients and to other Brokers it judges qualified to negotiate a sale. It will be the responsibility of the Owner to supply pictures and plans and all detailed information, and also keep Broker informed about any changes in location, price, or specifications of the vessel.
3. Upon the sale, donation, trade, charter or exchange of the vessel to a broker or citizen of any country, or if it is otherwise transferred or conveyed during the term of this Agreement by the Owner, or anyone acting on behalf of the Owner, the Owner agrees to pay a fee of ten percent (10%) of the gross sale price. Any sub-listing broker involved in the sale shall receive his fee from Broker. The Owner shall not pay more than ten per cent (10%) of the agreed price regardless of who sells the vessel. The sale, donation, trade or exchange of a majority of the stock, or equitable interest of a corporate or limited partnership holding title to vessel by Owner shall be construed as a sale for the purposes hereof.
4. It is specifically understood and agreed that Broker does not assume and is not delegated care, custody, or control of the vessel. It is further agreed that the procuring of such docking and/or mooring space for the Owners vessel by Broker for the purpose of making the vessel available for inspection by potential purchasers is not to be deemed an assumption of the custody or control of the said vessel by Broker. The possession, custody and control of said vessel shall at all times remain as the Owner designates for the safety, security and protection of the vessel at whatever location the vessel is moored or stored for the purposes of being available for inspection by potential purchasers and Broker shall not be deemed to be responsible for the security, safety or protection of the said vessel during this period of time, and shall not be responsible for any damage loss to the vessel. Permission is hereby given to Broker for its salesmen and sub-listed brokers to board and show the vessel, by appointment, or as otherwise agreed. The Owner shall keep the vessel fully insured for inspection, sea trial and marine survey purposes and provide Broker with a copy of said insurance upon request. The seller is responsible to provide copies of ownership papers along with insurance. At the time of a closing the seller shall be responsible for **\$295** processing fee relative to ownership transfer documents and fee for CATCHECK being paid up front by the Broker House for listings located in Fort Lauderdale and Annapolis Area, if listing is terminated Seller will be responsible for the fee of the CATCHECK (\$159) plus any additional costs where the vessel has not been provided free and clear for the purposes of documentation & transfer.
5. This agreement shall become effective immediately and shall remain in force for a minimum period of 6 months or until the vessel is sold, unless cancelled after the initial 6 month period by either party by giving the other party ninety (90) days prior written notice of cancellation. Upon cancellation or expiration, this agreement will convert to an open non-exclusive listing. In addition to any commission payable, Owner agrees to pay Broker all expended marketing costs associated with vessel where the required cancellation notice is not given. This agreement supercedes all other prior listing agreements entered into regarding the sale of this vessel.
6. Broker will make reduced advertising rates available to the Owner for special advertising, if desired.
7. The Owner further agrees to pay the same fee of ten percent (10%) should he, at any time within 6 months after termination of this agreement, sell, trade, exchange, charter or otherwise transfer or convey the vessel in any manner to any party to whom Broker or one of its sub-listed brokers has submitted the vessel during the term of this agreement.
8. Should the vessel be donated during the term of this agreement or within one year thereafter, the Owner agrees that Broker will handle the donation on behalf of Owner and the commission payable in connection therewith shall be paid by the Owner (in the U.S.)

9. In the event that a sale is not consummated because of owner's failure to perform for whatever reason, then the full commission will be immediately due and payable.

10. Broker shall endeavor and use its best efforts according to the standards of the industry, to procure a purchaser for the vessel and the Owner agrees to refer immediately to Broker all inquiries or offers received from other Brokers or parties interested in purchasing the vessel during the term of this agreement in the U.S. Accordingly, Broker will be entitled to the commission described herein if the vessel is sold solely by the Owner or by any other broker to a purchaser referred by the Owner.

11. In the event that Owner enters into a contract to sell the vessel and pursuant to that contract, Owner retains liquidated damages on account of buyers breach of that contract, then those liquidated damages shall be applied first to pay all expenses incurred in Brokers attempts to sell the vessel (including but not by any way of limitation, surveys and haul-outs), and then the remainder shall be divided equally between Owner and Broker provided however, that Brokers share shall in no event exceed the commission set forth in this agreement. If there is any dispute with regard to the terms, rights, and obligations, applications or enforceability hereof, the prevailing party in such dispute shall be reimbursed by the other party for all attorneys' fees and cost of court, including all appellate actions.

12. If any dispute arises between the Owner and Broker regarding this agreement, such dispute will be submitted and settled in accordance with the rules of the American Arbitration Association, in Fort Lauderdale, Broward County, Florida and the decision of the arbitrators shall be final and binding.

13. This agreement is binding on Broker and the vessel's Owner, it's heirs, executors and successors, administrators and assigns. Both parties stipulate that fax signatures shall be deemed originals for the purpose of this document.

Owner: _____
(Authorized Signature)

Broker: _____

Witness: _____

Dated: _____

Dated: _____

4005 N Federal Hwy Ste 200, Fort Lauderdale, FL, Tel. 954-727-0016 Fax. 954-727-0024