

SAIL & POWERBOAT LISTING AGREEMENT

Non-exclusive

Please supply the fullest possible details of the vessel offered. Enquiries originate from all parts of the UK and overseas, and therefore, prospective buyers must be well informed before they can be encouraged to travel long distances to inspect. The supply of good quality photographs for display in our office, press and sales particulars for reproduction is essential.

VESSEL

TYPE (Check and Describe)

POWER: _____

SAIL: _____

MANUFACTURE / SHIPYARD

MANUFACTURE: _____

MODEL: _____

YEAR BUILT: _____

YEAR LAUNCHED: _____

CONSTRUCTION: _____

DESIGNER: _____

LOCATION

COUNTRY: _____

COUNTY: _____

CITY: _____

POSTAL CODE: _____

MARINA / BERTH #: _____

BERTH AVAILABLE: _____

KEY HOLDER (NAME AND PHONE NUMBER): _____

DIMENSIONS (METERS)

LOA: _____

LENGTH ON DECK: _____

MAX BRIDGE CLEARANCE: _____

BEAM: _____

LWL: _____

MIN. DRAFT: _____

CABIN HEADROOM: _____

WEIGHT (KG)

DRY WEIGHT: _____

BALLAST: _____

DISPLACEMENT: _____

TANKS (LITRE)

FUEL: _____

FRESH WATER: _____

HOLDING: _____

SPEED AND DISTANCE (KN)

CRUISING SPEED: _____

MAX SPEED: _____

RANGE (NMI): _____

ACCOMMODATIONS

SINGLE BERTHS: _____

DOUBLE BERTHS: _____

TWIN BERTHS: _____

CONVERTIBLE SALOON: _____

CABINS: _____

BATHROOMS: _____

HEADS: _____

ENGINE(S)

NO. OF ENGINES: _____

MANUFACTURER: _____

MODEL: _____

DRIVE TYPE: _____

ENGINE HOURS (EACH): _____

HP (EACH): _____

FUEL TYPE: _____

MAXIMUM SPEED: _____

CRUISING SPEED: _____

RANGE: _____

FUEL CONSUMPTION: _____

DATE ENGINE(S) LAST SERVICED: _____

OTHER INFORMATION: _____

EQUIPMENT

CHECK BOX IF INCLUDED AND PROVIDE DETAILS WHERE POSSIBLE (i.e. make, model, year)

ELECTRICAL EQUIPMENT

SHORE POWER INLET: _____

INVERTER: _____

GENERATOR: _____

NO. OF BATTERIES: _____

BATTERY CHARGER: _____

ELECTRONICS

DEPTHSOUNDER: _____

FISH FINDER: _____

LOG-SPEEDOMETER: _____

WIND SPEED / DIRECTION: _____

REPEATER(S): _____

NAVIGATION CENTER: _____

PLOTTER: _____

AUTOPILOT: _____

COMPASS: _____

GPS: _____

VHF: _____

RADAR: _____

RADAR DETECTOR: _____

COMPUTER: _____

TV ANTENNA: _____

TV SET: _____

VCR: _____

DVD PLAYER: _____

RADIO: _____

CD PLAYER: _____

COCKPIT SPEAKERS: _____

INSIDE EQUIPMENT

STERN THRUSTER: _____

BOW THRUSTER: _____

ELECTRIC BILGE PUMP: _____

MANUAL BILGE PUMP: _____

AIR COMPRESSOR: _____

AIR CONDITIONING: _____

HEATING: _____

HOT WATER: _____

FRESH WATER MAKER: _____

SEA WATER PUMP: _____

DISHWASHER: _____

WASHING MACHINE: _____

OVEN: _____

MICROWAVE OVEN: _____

MARINE HEAD: _____

ELECTRIC HEAD: _____

CHEMICAL HEAD: _____

REFRIGERATOR: _____

DEEP FREEZER: _____

OUTSIDE EQUIPMENT/EXTRAS

TEAK COCKPIT: _____

TEAK SIDEDECKS: _____

GANGWAY: _____

HYDRAULIC GANGWAY: _____

WIND GENERATOR: _____

SOLAR PANEL: _____

COCKPIT CUSHIONS: _____

SWIMMING LADDER: _____

COCKPIT SHOWER: _____

OUTBOARD ENGINE BRACKETS: _____

DAVIT(S): _____

RADAR REFLECTOR: _____

TENDER: _____

LIFERAFT: _____

COCKPIT TABLE: _____

COVERS

BIMINI TOP: _____

MAINSAIL COVER: _____

COCKPIT COVER: _____

GENOA COVER: _____

SPRAY HOOD: _____

LAZY BAG: _____

LAZYJACKS: _____

AGREEMENT

This document is intended to create a legally binding contract. If you are unsure of any of the conditions you are advised to take appropriate legal advice. Unless otherwise specifically agreed, this Agreement to offer the vessel on brokerage does not replace any berthing, mooring or storage agreement which may apply to the same vessel

BROKER'S DETAILS: (hereinafter called the "Broker")
APPROVED BOATS Firefly Road, Hamble Point Marina, Hamble, Southampton, Hampshire SO31 4NB
Telephone: +44 (0) 3336660006 Fax: +44(0)3336660007 Email: brokerage@approvedboats.com

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| <p>1</p> <p>1.1</p> <p>1.2</p> <p>1.3</p> <p>2</p> <p>3</p> <p>3.1</p> <p>3.2</p> <p>3.3</p> <p>4</p> <p>5</p> | <p>DECLARATION AS TO CORRECTNESS OF PARTICULARS BY THE OWNER</p> <p>The Owner hereby instructs the Broker to act as his agent for the sale of the Vessel, and declares that to the best of his knowledge and belief the particulars attached hereto or otherwise signed or supplied by the Owner are correct and that he has power to dispose of the Vessel with the concurrence of any joint owner or mortgagee or hire purchase company and that all known defects have been declared. The Owner furthermore agrees to indemnify the Broker in the event of any claim being made by a purchaser or any other third party (including the cost of defending any such claim or resisting any such liability as may arise) should any of the information provided to the Broker by or on behalf of the Owner prove to be incorrect or misleading.</p> <p>The Owner accepts that the Broker must qualify any particulars with the following disclaimer: "In this case we are acting as Brokers only. The Vendor is not /is selling in the course of a business. Whilst every care has been taken in their preparation, the correctness of these particulars is not guaranteed. The particulars are intended only as a guide and they do not constitute a term of any contract. A prospective buyer is strongly advised to check the particulars and where appropriate at his own expense to employ a qualified Marine Surveyor to carry out a survey and/or to have an engine trial conducted which if conducted by us shall not imply any liability for such engine on our part."</p> <p>The Owner must provide the Broker with satisfactory evidence of ownership, VAT status and RCD compliance, as applicable, on the signing of this Agreement.</p> <p>AGREEMENT BY THE OWNER TO SIGN A CONTRACT ON A SALE BEING EFFECTED</p> <p>The Owner agrees to sell the Vessel for the asking price or such other price as may be agreed and to sign an Approved Boats Sale & Purchase Agreement when requested by the Broker on the introduction of a willing purchaser. A separate Director's indemnity may be required in the case of a company selling in the course of business. The Broker shall perform all actions required of the Broker in such a contract (whether or not signed by the Owner at the request of the Broker).</p> <p>BROKERAGE COMMISSION</p> <p>If the Broker introduces a prospective purchaser for the Vessel and a sale is subsequently completed to such purchaser the Owner agrees to pay commission on the eventual selling price at the rates shown in the schedule attached hereto.</p> <p>If the Broker introduces a prospective purchaser for the Vessel and such purchaser subsequently defaults, so forfeiting his deposit/part payment under the terms of the Approved Boats Sale & Purchase Agreement, the Broker shall be entitled to half the commission which would have been payable on the agreed selling price at the rates shown in the schedule attached hereto had the sale completed.</p> <p>If the Broker introduces a prospective purchaser for the Vessel and the sale subsequently falls through after survey because the Owner is unwilling to make allowance in the asking price for material defects discovered in the survey (unless such unwillingness has been previously stated in writing) the Owner shall pay the Broker a sum equivalent to half of the commission which would have been payable on the agreed selling price at the rates shown in the schedule attached hereto had the sale completed.</p> <p>RETENTION BY BROKER OF COMMISSION AND OUTSTANDING CHARGES</p> <p>On completion the Broker may deduct commission and VAT thereon from the proceeds of sale, together with any monies due to other parties. When the Broker is entitled to half commission in accordance with clause 3.2 the Broker may deduct commission and VAT thereon from a deposit/part payment forfeited by the purchaser.</p> <p>PROCEEDS OF SALE TO BE DEALT WITH BY THE BROKER IN A PROPER MANNER</p> <p>The Broker shall hold any deposit or purchase funds in an account designated "Client Account" and shall distribute the net proceeds of sale to the Owner, in accordance with the registered shares of ownership of the Vessel or as directed by all parties having an interest in the ownership, within 7 days of clearance of the final payment or provision by the Owner of the Certificate of Registry (if applicable) and a properly executed Bill of Sale in favour of the purchaser showing the vessel to be free from encumbrances or, where applicable, on transfer of clear title, whichever is the later.</p> | <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>11.1</p> <p>11.2</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> | <p>NOTIFICATION OF ALTERATIONS TO PRICE, LOCATION OR CONDITION, WITHDRAWAL FROM SALE OR CHANGE OF OWNERSHIP</p> <p>The Owner agrees to advise the Broker of any change in the asking price or location of the Vessel or of any material change in the Vessel's condition or inventory and undertakes that the Vessel will not be offered for sale at a lower price elsewhere and also undertakes immediately to notify the Broker if the Vessel is withdrawn from the market or sold elsewhere and, in the latter case, to advise the Broker of the name of the purchaser to whom it has been sold. The Owner shall notify the Broker of the details of other brokers instructed in relation to the Vessel at any time.</p> <p>OWNER RESPONSIBLE FOR INSURANCE, CLEANING, BERTHING, ETC</p> <p>The Owner confirms that the Vessel is insured, and will remain insured until completion of a sale to a purchaser, and that such insurance shall cover all viewing and sale arrangements, including slipping for survey and sea trials. The Owner shall be responsible for all cleaning, maintenance, berthing, storage and security of the Vessel until sold.</p> <p>ACCESS TO VIEW AND KEY TO BE AVAILABLE</p> <p>The Owner will instruct the proprietor of the mooring or marina where the Vessel is located to allow access by the Broker and shall make a key available to the Broker or proprietor for this purpose at all times. Such instruction shall be in writing in the form of a standard Access to View form provided by the Broker.</p> <p>SUBMISSION OF OFFER</p> <p>The Broker undertakes to submit promptly to the Owner all offers received for the Vessel, regardless of whether such offer shall be at the asking price or at a level known by the Broker to be unacceptable to the Owner.</p> <p>NOTICE OF TERMINATION OF THIS AGREEMENT</p> <p>Without prejudice to the subsisting rights of the Broker or Owner under this agreement, either party may terminate this agreement on giving 60 days' notice in writing at any time to the other.</p> <p>TERMINATION ON BANKRUPTCY OR LIQUIDATION OF EITHER PARTY OR ON BREACH OF THIS AGREEMENT</p> <p>This agreement shall terminate if either party becomes bankrupt or enters into administration or liquidation, whether compulsory or voluntary, or compounds with his/its creditors or takes or suffers any similar action in consequence or debt.</p> <p>Either party may terminate this agreement forthwith by notice in writing to the other if the other party commits a material breach of any term of this agreement.</p> <p>INTERPRETATION</p> <p>The word "Owner" shall include joint owners and any person acting with the written authority of the owner or part owners of the Vessel giving instructions for sale, and the word "Broker" shall include any person or firm authorised by Approved Boats to act in such basis. Words denoting the masculine include the feminine and neuter and vice versa.</p> <p>DECLARATION</p> <p>The Owner declares that the Vessel is offered for sale free of all import duties and other UK, EU or foreign taxes in respect of which the Owner agrees to indemnify the Broker, or that these will be settled by the Broker from the sale proceeds on completion of the sale.</p> <p>PROPER LAW</p> <p>This Agreement shall be construed according to and governed by the laws of England and Wales (or of Scotland if the transaction shall be in that country) and the parties hereby submit to the jurisdiction of the Courts of the same countries.</p> <p>NOTICES</p> <p>Subject to express agreement to the contrary, all instructions written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction and all notices to be served on the Owner shall be sufficiently served if the same be posted by recorded delivery to the Owner's last known address or sent by e-mail or facsimile. Any notice posted shall be deemed to have been received 48 hours after the time of posting and any notice given by e-mail or facsimile transmission shall be deemed to have been received 48 hours after dispatch to the correct email address or facsimile number of the addressee.</p> |
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SCHEDULE OF RATES OF COMMISSION:

% (Minimum £1,500)

VAT is chargeable on the commission at the current rate as set by HMRC

SIGNATURE OF OWNER(S)

FOR APPROVED BOATS

(Authorised Signatory in the case of a company)

(Authorised Signatory)

DATE:

DATE:

A copy of this Agreement to be given to the Owner or his Nominated Representative