



VESSEL LISTING AGREEMENT

1. The **Owner** hereby grants the **Broker** the exclusive right to facilitate, effect and manage the sale of said **Vessel** and its equipment for the listing price or such other price as may be accepted by the **Owner**. The equipment to be included with the sale of the **Vessel** is set forth in the attached specification sheet. **Owner** agrees and understands that the **Broker** is not the seller, and that the **Broker's** role is limited to facilitating the sale, without assuming any role as **Owner's** agent, or any "control or dominion" over the **Vessel**, and that any sale is directly between the **Owner** and the **Buyer**.
2. The duration of this agreement shall be for a minimum of one hundred and twenty (120) days from the date signed, and thereafter may be terminated fifteen (15) days after receipt of written notice by either party. In the event a sale is pending at the time of termination, this agreement shall be extended to complete said sale.
3. **Owner** agrees to pay the **Broker** a commission equal to ten (10) percent of the selling price or \$3,000.00 whichever is greater for the services of the **Broker**, its agents and employees, in managing the sale of the **Vessel**. Any prospects developed by the **Broker** shall be considered the **Broker's** customers, and if the **Vessel** is sold, leased or chartered to any such customers anytime within six (6) months after the termination of this agreement, the **Owner** agrees to pay **Broker** the agreed upon commission.
4. If a cooperative brokerage situation occurs, wherein the **Broker** is not the selling broker, the **Owner** agrees to pay the listing **Broker** and the selling broker a commission, the total of which shall not exceed the agreed ten (10) percent of the sale price or \$3,000.00 whichever is greater. The commission split shall be determined at the time of negotiating the sale. The agreed commission split shall be disclosed in writing and this written disclosure shall become a part of this agreement. The commission shall be paid directly to the listing **Broker** and the selling broker at the time the sale is closed.
5. **Broker** agrees to use his best efforts in the sales and marketing of said **Vessel**.
6. It is understood and agreed by **Owner** that sale of the **Vessel** is subject to a marine inspection by an independent inspector (surveyor) selected and paid for by a purchaser of the vessel. The cost of remedying any deficiencies identified in the inspector's report are to be paid for as agreed to by both the **Owner** and **Purchaser**.
7. **Owner** warrants the description and representations of said **Vessel** as they appear on the specification sheet are true and accurate (regardless of whether such sheet is prepared by the **Owner** or by the **Broker**) and agrees to hold **Broker**, his agents and employees, harmless from damages arising from any alleged misrepresentation of fact make to a prospective purchaser, so long as the misrepresentation conforms to the data furnished by **Owner**.
8. **Owner** authorizes **Broker**, his agents, employees and prospective purchasers to board **Vessel**, and upon completion of a satisfactory "purchase agreement" and payment of an earnest money deposit into **Broker's** trust account to demonstrate the **Vessel** and its equipment to prospective purchasers. **Owner** authorizes **Broker** to move the **Vessel** within the **Broker's** marina and dock areas for display purposes.
9. **Owner** agrees to maintain the **Vessel** in a clean, orderly and operational "best sales condition" at all times, and further understands that the **Broker** is not to assume any obligations or expense for care, maintenance or, moorage of said **Vessel**. **Owner** agrees to pay any moorage or other charges accruing in a timely manor.

10. **Owner** agrees that the **Broker**, his agents or employees, shall not be liable to the owner for any damage to or theft of the owner's Vessel, its content or equipment, for the duration of this agreement. The **Owner** agrees to keep in force his marine insurance on this Vessel, its contents or equipment, for the duration of this agreement. **Owner** shall provide copies of insurance documentation to **Broker** upon request.

11. In the event that the **Owner** enters into an Agreement to sell the Vessel and pursuant to that Agreement, **Owner** retains liquidated damages on account of Buyer's breach of that Agreement, then those liquidated damages shall be applied first to pay all expenses incurred in the **Broker's** attempt to arrange the sale of the Vessel (including but not limited to surveys and haulouts) and then the remainder shall be divided equally between the **Owner** and the **Broker**, provided however that the **Broker's** share shall not exceed the commission set forth in this Agreement.

12. In the event that the **Owner** enters an Agreement to sell the Vessel and said sale is not consummated because of the **Owner's** failure to perform, the full commission set forth in this agreement shall be due and payable upon such failure.

13. **Owner** acknowledges and warrants that his is the sole and rightful owner of the Vessel. And that the Vessel will be transferred to the purchaser free and clear of all claims, debts, liens, encumbrances, and taxes or penalties due up to and including the date of closing. In addition, **Owner** agrees to pay any fees that may be required to restore owner's title documents or to discharge **Owner's** obligations at closing. **Owner** agrees to provide **Broker** with copies of the Vessel's certificate of documentation, title, and registration papers, or any other documents that may be required by law for verification of ownership.

14. In the event legal action is necessary to enforce this agreement, the prevailing party is entitled to reasonable attorney fees and court cost, together with 12 percent interest per annum, on any damage sustained by the prevailing party. This agreement shall be governed by the laws of the State of Washington. The venue shall be King County and the City of Seattle.

VESSEL NAME _____ **MFGR. SIZE, YEAR** _____

REG #/OFF# _____ **HIN** _____ **LISTING PRICE** _____

OWNER'S NAME _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP CODE** _____

HOME PHONE _____ **OFFICE PHONE** _____

CELL PHONE _____ **E-MAIL** _____

2ND EMAIL _____ **OTHER** _____

OWNER'S SIGNATURE _____ **DATE** _____

BROKER / AGENT _____

BOAT LOCATION _____ **BOAT ACCESS** _____