



CENTRAL LISTING AGREEMENT

This Central Listing Agreement defines the terms and conditions whereby FLAGSHIP YACHT SALES, INC., hereafter called Broker agrees to manage the sale of the vessel described below on behalf of the undersigned owner/agent, hereafter called Owner.

Vessel Name _____ Year _____ Length _____ Mfg _____
Type/Model _____ Doc # _____ State Reg # _____

This agreement shall be for a period of 90 days from this date and thereafter, until revoked by 60 days written notice by either party. Broker shall have the sole right and authority to manage the sale of the above described vessel at the following price, or at any other price and terms acceptable to the owner, which are at the sole discretion of the owner. Price (Net to Owner) _____.

1. Owner agrees to deliver the vessel in good title, free and clear of liens. The usual and customary practice for examination, water trials, bottom inspection, surveys and closing the transaction shall apply.
2. For securing a purchaser for the above described vessel: Upon the sale, donation, trade or exchange of the vessel, or if it is otherwise transferred or conveyed during the term of the agreement the owner agrees to pay a commission of 10% of the sale price. This commission shall be paid to FLAGSHIP YACHT SALES, INC., whether the purchaser is secured by Broker, or any other party, at the price and terms mentioned or at any other price and terms acceptable to the seller. Should the vessel be sold or traded after termination of this agreement, within 6 months of official notification of termination, to a party, their assigns, or controlled business entities that was secured through efforts of Broker, or co-operating brokers, owner shall be liable for payment of the full commission.
3. Owner agrees: to provide easy access to the vessel at all times, for the purpose of showing, while not in use by the owner; to refer all inquiries of brokers or other interested parties to broker on a timely basis; to notify Broker should the vessel be moved, or temporarily not available for showing; to allow broker to prominently display a "For Sale" sign during the term of this agreement and to replace sign, if removed during use of the vessel
4. Broker agrees: To carefully inspect and secure complete information regarding the vessel; To provide local and national marketing information in regards to the value of the vessel in order to determine a market value; To direct concentrated efforts of the organization in bringing about a sale; To advertise, as deemed advisable, in local and national advertising mediums, at no cost to the seller; To arrange for surveys, bottom inspections, sea trials, at the direction of the seller; To assist the buyer in arranging financing, to assist in the closing; To show the vessel as required; To promote the sale of the vessel through the BUC Yacht Sales Network, a national electronic listing service, of which broker is member in good standing.
5. As owners agent, Broker is authorized to accept receipt for, and hold all money paid or deposited as a binder thereon and if such deposit shall be forfeited by the prospective purchaser, Broker may retain one-half of such deposit, but not to exceed the amount of the commission, as compensation.
6. Owner indemnifies and holds Broker and agents harmless against any loss, damage, theft, suit or claim arising while the vessel is being shown, handled, ferried, or in the possession of Broker, at the direction of the owner. It is specifically understood and agreed that the broker does not assume and is not delegated, by the owner, care, custody or control of the vessel by reason of this agreement. Broker will not move the vessel from it's berth without expressed approval and acceptance of these terms from the owner.
7. Owner understands that this agreement does not guarantee a sale, but it does guarantee that Broker will make an earnest and continued effort to sell the vessel until the agreement is terminated.
8. In the event of any dispute, claim, questions or disagreement arising out of or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions or disagreement. To this effect, they shall consult and negotiate with each other, in good faith, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within 60 days, then upon notice by either party to the other, disputes, claims, questions or differences shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and the laws of the State of Florida. A single arbitrator shall be appointed by the American Arbitration Association. The site of arbitration will be Pensacola, Florida or a mutually agreed upon location.
9. Owner acknowledges having understood the terms of the agreement and receipt of a signed copy; that his document represents the entire agreement of the parties; that no other representations, warranties, guarantee of sale or promises of any kind have been made to me other than those set forth herein; and that this agreement is binding on all heirs, executors, successors, and assigns of both owner and broker.

FLAGSHIP YACHT SALES, INC
Licensed Florida Yacht Brokers

Date _____

Owners Signature _____

Owners Name _____

Address _____

City, State, Zip _____

Home Phone _____ Work _____