

PURCHASE & SALE AGREEMENT-

3 pages

Agreement made this _____ day of _____, between:

Hereinafter-Buyer

Hereinafter-Seller

1. The Buyer agrees to purchase and the Seller agrees to sell all rights, title and interest to the yacht or vessel described as:

NAME: _____ LENGTH: _____ MAKE: _____

YEAR: _____

HULL ID: _____ USCG DOC. NO: _____

2. The purchase price is _____ Dollars (\$), The sum of _____ Dollars (\$) (10%) is hereby paid to the escrow account of the broker, acknowledged below, as a deposit toward the purchase price, and subject to the terms of this agreement; said funds to be cleared into said account following acceptance by Seller.

3. This offer to purchase shall be accepted by Seller, and written evidence thereof delivered to the selling broker on or before _____ or this offer shall be deemed revoked and the deposit shall be returned to the Buyer.

4. Written acceptance or rejection of this vessel must be made by the Buyer and submitted to the broker by _____; Buyer's failure to exercise his right of acceptance or rejection as specified shall be construed as acceptance. In the event of rejection the deposit shall be returned to the Buyer after all expenses incurred by Buyer against vessel have been paid.

5. (A) The sale of the vessel is subject to: ("N/A" if not applicable)
_____ Inspection and sea trial by buyer _____ or his representative at the present location of the boat.

(B) In the event this sale is subject to survey, the Buyer acknowledges and agrees:

(i) Buyer has selected a surveyor who is in his employ and is responsible solely to Buyer for any errors or omissions, notwithstanding the fact that the broker may have provided information and assisted the Buyer with hiring said surveyor;

(ii) Buyer shall instruct his agent or surveyors to examine and/or sea trial the vessel to insure that the vessel meets the buyer's requirements;

(iii) All costs of the survey shall be at the expense of the Buyer, including but not limited to all associated costs such as haul out, dry dock charges and/or subcontractors, if applicable.

(C) In the event that the sale of the vessel is subject to sea trial or trial run, the Seller agrees that any sea trial, which he authorizes, shall be made at Seller's sole risk and expense.

6. If an Act of God or other cause destroys vessel prior to closing, the contract shall become null and void and the deposit, less all expenses incurred on behalf of Buyer, shall be paid to Buyer.

Buyer's Initials _____ Seller's Initials. _____

7. In the event the closing is not consummated due to non-performance of Buyer, including but not limited to a failure of Buyer to pay monies due or execute all documents necessary to be executed by Buyer 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, and the parties shall be relieved of all obligations under this Agreement. Buyer and Seller agree that the forfeited deposit shall be divided equally between Seller and Brokers) after all expenses incurred on behalf of Buyer against the vessel have been paid from the deposit.

8. In the event the closing is not consummated due to non-performance of Seller regarding any of the covenants in this contract, all money paid or deposited pursuant to this contract by the Buyer shall be returned to the buyer upon demand, less all the expenses incurred on behalf of Buyer; or the Buyer shall have the right of specific performance. Upon Seller's default, the Seller shall forthwith pay to broker(s) the full commission provided for in this contract.

9. The said vessel is being purchased free and clear of all debts, claims, liens and encumbrances of any kind whatsoever, except as noted hereinafter, and the Seller warrants and will defend that he has good and marketable title thereto and will deliver to the broker all necessary documents for transfer of title to the Buyer on or before the closing date, which is agreed to be _____. Final payment due at time of closing shall be in the form of cleared or negotiable US funds acceptable to Seller. By the date of closing the vessel shall be delivered at _____, together with all gear, machinery equipment, furnishings and all other articles and appurtenances thereto agreed upon. (In the event the parties do not agree upon a specific inventory, Seller agrees to deliver the vessel with all items disclosed in the listing broker's specification sheet or, if none, the selling brochure attached hereto and marked "Exhibit A".)

10. The parties agree that the risk of loss, damage or destruction of said vessel and equipment should be borne by the Seller until the transaction is closed.

11. Sale or use taxes, if applicable on this purchase, are the responsibility of Buyer and will be collected by the selling broker at time of closing. Duties, taxes and/or fees on the vessel of any state, country, city, regulatory and/or taxing authority incurred prior to the date of closing of this transaction shall be the responsibility of the Seller and shall be paid by closing date. Seller shall further pay any cost associated with and shall cooperate fully to obtain any authorization for sale required from any governing authority.

12. Information on the vessel is believed to be good and correct and the broker offers such information in good faith, but does not and cannot guarantee the accuracy of this information. After the provisions herein have been complied with and this transaction has been consummated, it is understood and agreed that the Buyer has accepted the vessel in its "as is" condition, and no warranty, either expressed or implied, and not representation as the condition of said vessel has been or is binding upon broker.

13. The buyer is at least 18 years of age and is a citizen of _____.

14. This contract shall be binding on all parties herein, their heirs, personal representatives and/or assigns when all parties or their duly authorized agents shall have signed this contract. Seller agrees not to sell the vessel or enter into any contract for the sale of it while this contract is in effect. If a sale is not consummated per the terms of this agreement, and the Buyer and Seller make direct arrangements between themselves within two (2) years after

Buyer's Initials _____ Seller's Initials. _____

this agreement is terminated for the transfer of ownership of the vessel, the seller agrees to pay the broker ten percent (10%) commission under the terms of this agreement.

15. This document constitutes the entire agreement between the parties hereto and is agreed and understood that there are no other duties, obligations, liabilities or warranties, implied or otherwise, except as referred to in an addendum if attached. Any modification to this agreement must be in writing and signed by both parties.

16. Any legal action arising from this agreement brought by or against any party shall be subject to the laws of the _____ and venue and jurisdiction for said action should be within the County of _____ and the State of _____, respectively. Parties further agree that in the event broker(s) become party to any litigation involving this agreement between Buyer and Seller, the non-prevailing party shall pay any costs and legal fees incurred by broker(s).

17. Seller agrees to sell the above-described vessel on their terms and conditions stated in the foregoing contract.

18. Any funds due the broker for storage, insurance, repairs and/or any other items accrued to the Seller's account shall be deducted from the Seller's net proceeds prior to disbursement of funds to the Seller.

19. It is further agreed by the parties that:

IN WITNESS WHEREOF, the undersigned Buyer has executed this Purchase & Sale Agreement on the date indicated below and acknowledges receipt of a copy hereof.

Witness: Buyer:

Dated:

SELLER ACCEPTANCE

The undersigned seller accepts and agrees to sell the vessel on the above terms and conditions. Seller acknowledges receipt of a copy of this agreement and authorizes delivery of a signed copy hereof to Buyer.

Witness: Seller:

Dated:

DEPOSIT RECEIPT

Receipt of \$ _____ per Paragraph 2 above is hereby acknowledged in the form of

_____ (check*, bank, etc.)

Buyer's Initials _____ Seller's Initials. _____