



## VESSEL BROKERAGE CENTRAL LISTING AGREEMENT

1 On this date \_\_\_\_\_,  
 2 (indicate which capacity: sole owner, joint owners, or corporate owner), hereafter referred to as the OWNER, authorizes  
 3 \_\_\_\_\_, hereafter referred to as the BROKER, to sell the  
 4 \_\_\_\_\_ named \_\_\_\_\_, hereafter  
 5 referred to as the VESSEL.

6  
 7 A. The VESSEL shall be listed for a total asking price of \_\_\_\_\_  
 8  
 9 (\_\_\_\_\_) and shall not be advertised at any other price unless the OWNER notifies the  
 10 BROKER of a price change.

11  
 12 B. The OWNER hereby grants the EXCLUSIVE RIGHT OF SALE to the BROKER and agrees not to list the  
 13 VESSEL with any other party. The OWNER further agrees:

- 14 1. And warrants having good title and the lawful right to convey such title to the VESSEL.
- 15 2. To furnish the BROKER with specifications, an inventory of the equipment to be included in the sale, a  
 16 copy of the VESSEL'S registration, title, and/or Document, and photographs of the VESSEL (if available).
- 17 3. To notify all prospective purchasers or brokers who contact the OWNER directly that negotiations must be  
 18 conducted through the BROKER.
- 19 4. To supply the BROKER with the names of all prospective purchasers who contacted the OWNER directly.
- 20 5. To pay the BROKER a commission equal to \_\_\_\_\_ percent (\_\_\_\_%) of the selling price or a minimum  
 21 commission in the amount of \_\_\_\_\_ (whichever is greater) if the VESSEL is in any manner sold,  
 22 donated, traded, leased or chartered (for more than one month) during the term of this agreement, including  
 23 any such transfer by OWNER
- 24 6. To pay the same commission specified above if within one year of this agreement's termination the  
 25 VESSEL is sold, donated, traded, leased, or chartered (for more than one month) directly by the OWNER  
 26 to any person or organization introduced to the VESSEL by the BROKER during the term of this  
 27 agreement. OWNER shall supply the name of the acquiring party to the BROKER.
- 28 7. OWNER represents and warrants:
  - 29 (a) CHECK ONE
    - 30  The VESSEL has not been materially damaged since OWNER purchased it nor is OWNER  
 31 aware of any damage to the VESSEL prior to his ownership; or
    - 32  the VESSEL sustained material damage described on the attached addendum (which  
 33 BROKER is authorized to disclose to potential BUYERS, who may rely on the representations  
 34 contained herein in making a purchasing decision).
  - 35 (b) will transfer the VESSEL to BUYER free of all debts, claims, liens, taxes, customs duties, license  
 36 fees and encumbrances of any kind,
  - 37 (c) shall provide BROKER copies of ownership and registration records within five (5) days of the  
 38 date of this AGREEMENT.

39  
 40 C. OWNER acknowledges and agrees BROKER may act as a dual-agent, representing both OWNER and BUYER,  
 41 in a purchase and sale transaction if BUYER is not represented by their own BROKER.

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 43 D. The BROKER agrees:

- 44 1. To seek prospective purchasers for the VESSEL through direct promotion of the VESSEL.
- 45 2. To prepare information describing the VESSEL and to distribute this information through its multiple  
 46 listing systems to brokerage companies, hereafter referred to as "corresponding brokers."
- 47 3. To keep corresponding brokers informed as to the price, location and availability of the VESSEL.
- 48 4. To pay any corresponding broker who sells the VESSEL, a percentage of the commission.
- 49 5. To promptly transmit all offers to the OWNER.
- 50 6. To waive any claim to a commission due under Section B. 6, above, of this AGREEMENT should the  
 51 OWNER become obligated to pay a commission to another BROKER with whom the VESSEL is listed  
 52 subsequent to legitimate cancellation of this agreement.

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 55 E. Responsibility for the care, custody and control of the VESSEL remains entirely with the OWNER. Although  
 56 the BROKER may recommend storage, maintenance, and other providers of service, the final decision to employ

INITIALS: Owner: \_\_\_\_\_ Date: \_\_\_\_\_ Broker: \_\_\_\_\_ Date: \_\_\_\_\_

57 such services remains with the OWNER. The BROKER shall not be held responsible for any damage suffered  
58 by the OWNER as a result of employing such services.

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60 F. This AGREEMENT shall remain in effect for a minimum of six months and MAY ONLY BE CANCELLED  
61 WITH SIXTY DAYS ADVANCE WRITTEN NOTICE. This AGREEMENT is binding on the OWNER's  
62 heirs, executors, successors, administrators and assigns.

63  
64 G. If any term, condition, or provision of this AGREEMENT is held to be unenforceable for any reason, it shall be  
65 interpreted to achieve the intent of the parties to this AGREEMENT to the extent possible rather than avoided.  
66 All other terms, conditions, and provision of this AGREEMENT shall be valid and enforceable.

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68 H. This AGREEMENT may not be amended or modified, except in writing, signed by both parties.

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70 I. All notices must be in writing by mail, personal delivery, overnight courier, facsimile, or electronic media.

71  
72 J. Any dispute, controversy or claim relating to this AGREEMENT, including but not limited to the interpretation  
73 thereof, or its breach or existence, which cannot be resolved amicably by the BROKER and OWNER shall be  
74 referred to arbitration which shall be the sole and exclusive forum for resolution and settlement of any dispute  
75 between the parties. The arbitration shall be conducted in accordance with the Rules of the American Arbitration  
76 Association and shall be held in the city and state of the BROKER's office.

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78 K. This AGREEMENT may be signed in any number of identical counterparts, each of which will be an original  
79 (including signatures delivered via facsimile, e-mail or other electronic means) with the same effect as if the  
80 signatures thereto and hereto were upon the same instrument.

81  
82 L. Any award of the arbitral authority shall be final and binding upon the BROKER and OWNER with respect to all  
83 disputes, claims or controversies encompassed therein, and the BROKER and OWNER shall comply with the  
84 said award without delay. The arbitral authority shall in its award, fix and apportion the costs of arbitration. The  
85 award of the arbitral authority may be enforced by any court having jurisdiction over the party against which the  
86 award has been rendered or where the assets of the party against which the award has been rendered can be  
87 located. The BROKER and OWNER agree that the issuance of an award by the arbitral authority shall be a  
88 condition precedent to the right of either party to institute any legal action or proceeding in any court on a matter  
89 relating to this AGREEMENT. The BROKER and OWNER further understand and agree that arbitration shall  
90 be the sole and exclusive forum for resolving any dispute, controversy or claim relating to this agreement and  
91 that neither party shall resort to any court except to compel arbitration, refer questions of law, or to confirm,  
92 vacate or modify any such award.

93  
94 IN WITNESS WHEREOF, both parties have hereto placed their signatures on this AGREEMENT.

95 BROKER's signature: \_\_\_\_\_ OWNER(s) signature(s): \_\_\_\_\_

96 \_\_\_\_\_

97 \_\_\_\_\_

98 Bus. Phone.: \_\_\_\_\_ Bus. Phone: \_\_\_\_\_

99 Cell.: \_\_\_\_\_ Res.: \_\_\_\_\_

100 Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

101 Email: \_\_\_\_\_ Email: \_\_\_\_\_

102 Address: \_\_\_\_\_ Address: \_\_\_\_\_

103 \_\_\_\_\_

104 HULL ID NUMBER (HIN): \_\_\_\_\_ REGISTRATION NUMBER: \_\_\_\_\_

105 DOCUMENTATION NUMBER: (Please attach a copy of the document) \_\_\_\_\_

106 Upon closing the sale of this vessel, are there any liens that must be satisfied? \_\_\_\_\_

107 VESSEL location/Access Instructions: \_\_\_\_\_

108 \_\_\_\_\_

**INITIALS: Owner: \_\_\_\_\_ Date: \_\_\_\_\_ Broker: \_\_\_\_\_ Date: \_\_\_\_\_**