

## YACHT BROKERAGE CENTRAL LISTING AGREEMENT

On this date \_\_\_\_\_, NAME: \_\_\_\_\_  
(indicate which capacity: sole owner, joint owners or corporate owner), hereafter referred to as the OWNER,  
authorizes COMSTOCK YACHT SALES, hereafter referred to as the BROKER, to sell the  
\_\_\_\_\_ named, \_\_\_\_\_, hereafter  
referred to as the YACHT.

- A. The YACHT shall be listed for a total asking price of: \_\_\_\_\_  
(\_\_\_\_\_) and shall not be advertised at any other price unless the OWNER  
notifies the BROKER of a price change.
- B. The OWNER hereby grants the EXCLUSIVE RIGHT OF SALE to the BROKER referred to above, and agrees not to  
list the YACHT with any other party. The OWNER further agrees:
- 1) And warrants having good title and the lawful right to convey such title to the YACHT.
  - 2) To furnish the BROKER with specifications, an inventory of the equipment to be included in the sale, a copy of  
the YACHT'S registration/title and/or Documentation and photographs of the YACHT (if available).
  - 3) To notify all prospective purchasers or brokers who contact the OWNER directly that negotiations must be  
conducted through the BROKER.
  - 4) To supply the BROKER with the names of all prospective purchasers who contacted the OWNER directly.
  - 5) To pay the BROKER a commission equal to **TEN** percent (**10%**) of the selling price if the YACHT is in any  
manner sold, donated, traded, leased or chartered (for more than one month) during the term of this  
agreement, including any such transfer by OWNER. The commission shall be based upon the contract price  
accepted by the OWNER prior to any adjustments made to compensate a buyer for defects or discrepancies  
revealed subsequent to the OWNER'S acceptance of an offer. (Minimum Brokerage Fee of \$3,500.00 for all  
boats selling below \$35,000.00, 10% for all boats selling above.)
  - 6) To pay the same commission specified above if within one year of this agreement's termination the YACHT is  
sold, donated, traded, leased or chartered (for more than one month) directly by the OWNER to any person or  
organization introduced to the YACHT by the BROKER during the term of this agreement. If the OWNER enters  
into such an agreement for the sale, donation, trade, lease or charter of the YACHT within one year of the  
termination of this agreement, the OWNER shall supply the name of the acquiring party to the BROKER. If the  
BROKER does not within fourteen days of receiving such notice claim his commission because the acquiring  
party was introduced to the YACHT as a result of his efforts, the BROKER'S rights to a commission shall cease.
  - 7) OWNER agrees that BROKER'S responsibility hereunder, in the event of a conflict of interest between  
BROKER, OWNER, and prospective buyer, is to undertake such acts and provide such information that will  
allow OWNER and prospective buyer to best utilize their independent judgment in reaching an agreement  
to enter into a yacht purchase and sale agreement.
- C. The BROKER agrees:
1. To seek prospective purchasers for the YACHT through direct promotion of the YACHT.
  2. To prepare information describing the YACHT and to distribute this information through its multiple listing  
system to selected yacht brokerage companies, hereafter referred to as "corresponding brokers".
  3. To keep corresponding brokers informed as to the price, location and availability of the YACHT.
  4. To pay any corresponding broker who sells the YACHT, a percentage of the commission received from the  
OWNER.
  5. To promptly transmit all offers to the OWNER.

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

6. To waive any claim to a commission due under Section B. 6, above, of this agreement should the OWNER become obligated to pay a commission to another broker with whom the YACHT is listed subsequent to legitimate cancellation of this agreement. In such circumstances, the BROKER shall rely on the new listing broker's listing agreement for participation in whatever commission is earned.

D. Responsibility for the care, custody and control of the YACHT remains entirely with the OWNER. Although the BROKER may recommend storage, maintenance, and other providers of service, the final decision to employ such services remains with the OWNER. The BROKER shall not be held responsible for any damages suffered by the OWNER as a result of employing such services.

E. This agreement shall remain in effect for a minimum of six (6) months and MAY ONLY BE CANCELLED WITH SIXTY DAYS ADVANCE WRITTEN NOTICE. This agreement is binding on the OWNER's heirs, executors, successors, administrators and assigns.

F. Any dispute, controversy or claim relating to this agreement, including but not limited to the interpretation thereof, or its breach or existence, which cannot be resolved amicably by the BROKER and OWNER shall be referred to arbitration which shall be the sole and exclusive forum for resolution and settlement of any dispute, controversy or claim between the parties. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association and shall be held in the city and state of the BROKER's office. Any award of the arbitral authority shall be final and binding upon the BROKER and OWNER with respect to all disputes, claims or controversies encompassed therein, and the BROKER and OWNER shall comply with the said award without delay. The arbitral authority shall in its award, fix and apportion the costs of arbitration. The award of the arbitral authority may be enforced by any court having jurisdiction over the party against which the award has been rendered or where the assets of the party against which the award has been rendered can be located. The BROKER and OWNER agree that the issuance of an award by the arbitral authority shall be a condition precedent to the right of either party to institute any legal action or proceeding in any court on a matter relating to this agreement. The BROKER and OWNER further understand and agree that arbitration shall be the sole and exclusive forum for resolving any dispute, controversy or claim relating to this agreement and that neither party shall resort to any court except to compel arbitration, refer questions of the law, or to confirm vacate or modify any such award.

IN WITNESS WHEREOF, both parties have hereto placed their signatures on this agreement.

BROKER's representative:

OWNER(s) signature(s):

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE:

Business: 732-899-2500

Cell: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_@comstockyachtsales.com

Address: COMSTOCK YACHT SALES

704 Princeton Avenue

Brick, NJ 08724

TELEPHONE:

Business: \_\_\_\_\_

Residence: \_\_\_\_\_

Cell: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

HULL IDENTIFICATION NUMBER (HIN) \_\_\_\_\_

DOCUMENTATION NUMBER: (Please attach a copy of Certificate) \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

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

Yacht location/Access Instruction: