



Yacht Brokerage Agreement

“Quality service, low rates, fully insured”

This agreement is between _____, hereafter referred to as the **OWNER** and Berkeley Island Marine, Inc, hereafter referred to as the **BROKER**, to sell the following vessel:

Year _____ Make _____ Model _____
Length _____ Engine(s) _____ Name _____
HIN _____ NJ# _____
Other _____

Hereafter referred to as **YACHT**

1. The **YACHT** shall be listed for sale for an asking price of _____ dollars (\$ _____) and will not be advertised at any other price unless the **OWNER** agrees and notifies **BROKER** of the price change.
2. The **OWNER** agrees:
 - a. Not to list the **YACHT** with any other broker for third party.
 - b. Grants exclusive right to sell to **BROKER** listed within.
 - c. Warrants that the **YACHT** has clean and good title and furnishes a copy of the title.
 - d. Warrants that **OWNER** has full and lawful right to convey title to the **YACHT**.
 - e. To furnish a list of all other items included with **YACHT**.
 - f. To furnish a valid copy of the registration, and to keep the registration valid for the term of this agreement.
 - g. To furnish photographs of the **YACHT**.
 - h. To notify the broker of all perspective purchasers (names, phone numbers, email, etc) that contact the **OWNER** directly.
 - i. To pay the **BROKER** a commission equal to _____ percent (_____%) of the selling price. A minimum commission equal to _____ dollars (\$ _____) applies if in any manner the **YACHT** is sold, traded, donated, rented or chartered during the term of this agreement. The commission is based on the contract sale price, before any adjustments are made for repairs for defects demanded by a buyer.
 - j. To pay the same commission specified above if within 180 days of this agreement’s termination the **YACHT** is sold, donated, rented or chartered to any buyer introduced to the **OWNER** by the **BROKER**. The **OWNER** must notify the **BROKER** of the sale. If the **OWNER** enters into such agreement, the **BROKER** has 14 days notice to claim commission from

BROKER Initials _____

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OWNER initials _____



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prospective buyer or other third parties, or the **BROKER**'s claim on the commission shall cease.

3. The **BROKER agrees:**

a. To directly promote the **YACHT** for sale to seek prospective buyers.

i. Thru internet promotions on BerkeleyIslandMarine.com

ii. Thru other internet promotions

iii. Thru other print publications _____

b. To prepare information describing the **YACHT** and distribute to prospective buyers thru promotion means above.

c. To promptly transmit all offers without exception to the **OWNER**.

d. To pay any other third party broker a percentage of the commission received from the **OWNER** if a buyer is received from this third party broker.

4. The care, custody and control of the **YACHT remains entirely with the **OWNER**. **BROKER** agrees to recommend storage, maintenance, etc to the **OWNER** upon consultation.**

5. Winter land storage thru Berkeley Island Marine will be offered at a reduced rate of _____ dollars (\$_____) per foot for the term of this agreement. If the **YACHT is sold before the term of the storage agreement expires, then a prorated reimbursement shall be made. Proration shall be a maximum of 50%, and prorated after half the term expires. All payment terms must comply with dates set forth by a winter land storage agreement by Berkeley Island Marine or no reimbursement applies.**

6. Summer land storage thru Berkeley Island Marine will be offered at a reduced rate of _____ dollars (\$_____) per foot for the term of this agreement. If the **YACHT is sold before the term of the storage agreement expires, then a prorated reimbursement shall be made. Proration shall be a maximum of 50%, and prorated after half the term expires. All payment terms must comply with dates set forth by a summer land storage agreement by Berkeley Island Marine or no reimbursement applies.**

7. This agreement may only be cancelled within 60 days written notice and shall remain in effect for a minimum of twelve (12) months. It is considered that the contract will be in effect until cancelled. This agreement is binding on the **OWNER including heirs, executors, successors, administrators and assigns.**

BROKER Initials _____

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OWNER initials _____



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8. Any dispute related to this agreement, including but not limited to the interpretation of this agreement, which cannot be resolved amicably between the **OWNER** and **BROKER** shall be referred to arbitration. Any award shall be final and binding between **OWNER** and **BROKER**. The arbitration shall be in the state and town of the **BROKER** address. The **BROKER** and **OWNER** agree that no other legal action will pursue the decision and award from the arbitrator, and that the arbitration forum shall be the sole and exclusive means to resolve disputes. The arbitrator shall in its award fix all costs to the award.

Singed thereof:

OWNERS Name (print) _____
 Address _____
 Phone _____
 Email _____
 Signature _____

BROKER Name (print) _____
 Berkeley Island Marine, Inc
 Email _____
 Signature _____

BROKER Initials _____

OWNER initials _____

**Berkeley
Island
Marine**



Yacht Brokerage Agreement

298 Butler Blvd
Bayville, NJ 08721
732 - 269 - 9909
BerkeleyIslandMarine.com

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Special Instructions:

Upon closing the sale of this vessel, are there any liens that must be satisfied? **YES NO**

With whom _____
Account Number _____
Approximate balance _____

Location of vessel _____

Access to YACHT _____

Call OWNER first? **YES NO**

BROKER to be present for showing? **YES NO**

Special Showing Instructions _____

BROKER Initials _____

OWNER initials _____