

Yacht Description & Exclusive Central Listing Agreement

Name: _____ Phone: _____

Name of Vessel: _____ Style: _____

Year Built: _____ Make: _____ Model: _____

Builder/Designer: _____ Keel Type: _____ Ballast: _____

Hull Construction: _____ Hull Color: _____ LOA: _____ Beam: _____ Draft: _____ Displacement: _____

Hull ID# _____ State Reg # / CG # _____

SAILS

- | | | |
|--|------------------|------------------|
| <input type="checkbox"/> Fully Battened Main Sail _____ | Sail Area: _____ | Condition: _____ |
| <input type="checkbox"/> Battened Main Sail _____ | Sail Area: _____ | Condition: _____ |
| <input type="checkbox"/> Furling Main Sail _____ | Sail Area: _____ | Condition: _____ |
| <input type="checkbox"/> Genoa _____ | Sail Area: _____ | Condition: _____ |
| <input type="checkbox"/> Furling Genoa _____ | Sail Area: _____ | Condition: _____ |
| <input type="checkbox"/> Jib _____ | Sail Area: _____ | Condition: _____ |
| <input type="checkbox"/> Storm Jib _____ | Sail Area: _____ | Condition: _____ |
| <input type="checkbox"/> Spinnaker _____ | Sail Area: _____ | Condition: _____ |
| <input type="checkbox"/> Gennaker / Cruising Spinnaker _____ | Sail Area: _____ | Condition: _____ |
| <input type="checkbox"/> TriSail _____ | Sail Area: _____ | Condition: _____ |

STEERING

- Wheel Tiller

RIGGING

- Stay Size _____ Turnbuckles – Type: _____ Size: _____
- Winches – Type: Electric / Hydraulic / Manual Number: _____ Size: _____ Purpose: _____

MECHANICAL

Fuel: Gas / Diesel Power: Inboard / Outboard Cooling: Fresh Water / Raw Water

Engine Make: _____ HP: _____ Hours: _____ Engine Condition: _____

TANKS (Gallons)

Fuel Capacity: _____ Number of Tanks: _____ Material: _____

Water Capacity: _____ Material: _____ Holding (Sewage) Capacity: _____

ELECTRICAL

Volts: 12 / 24 Battery Size: _____ Number of Batteries: _____

Shore Power: Yes / No Amps: 30 / 50 Charging System: Yes / No Inverter: Yes / No Generator: Yes / No

ELECTRONICS (Please list make and model)

Log Speedometer: Yes / No Wind Speed & Direction: Yes / No Compass: Yes / No Navigation Station: Yes / No

VHF Radios: _____ GPS: _____ Depth Sounder: _____

Autopilot: _____ Radar: _____ Radar Reflector: _____ Stereo: MP3 / CD _____

INSIDE EQUIPMENT

- Head (type) _____
- Shower _____
- Sink _____
- Galley _____
- Range/Oven _____
- Microwave _____
- Coffee Maker _____
- Refrigerator _____
- Freezer _____

- Air Conditioning/Heat _____
- Television _____
- Hot Water Heater _____ gallons
- Pressure Water System _____
- Water Maker _____
- Other _____
- Other _____
- Other _____
- Other _____

ACCOMODATIONS

Total Berths: _____ Staterooms: Double _____ Singles: _____ Settee: Seats _____

OUTSIDE EQUIPMENT

- | | | | |
|--|---|---|---------------------------------------|
| <input type="checkbox"/> Anchor; Style: _____ | Rhode: _____ Chain: _____ | <input type="checkbox"/> Windlass _____ | <input type="checkbox"/> Pulpit _____ |
| <input type="checkbox"/> Wind Generator _____ | <input type="checkbox"/> Cockpit Cushions _____ | <input type="checkbox"/> Thru Hulls _____ | |
| <input type="checkbox"/> Solar Panel _____ | <input type="checkbox"/> Swim Ladder _____ | <input type="checkbox"/> Spinnaker Pole _____ | |
| <input type="checkbox"/> Teak Cockpit _____ | <input type="checkbox"/> Cockpit Shower _____ | <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Teak Side Decks _____ | <input type="checkbox"/> Tender _____ | <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Dodger _____ | <input type="checkbox"/> Life Raft _____ | <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Swim Ladder _____ | <input type="checkbox"/> Cradle/Stand _____ | <input type="checkbox"/> Other _____ | |

YACHT LOCATION - WINTER:

Name: _____ Person to Contact to Show Boat: _____

Address: _____ Phone Number: _____

YACHT LOCATION - SUMMER:

Name: _____ Person to Contact to Show Boat: _____

Address: _____ Phone Number: _____

ADDITIONAL COMMENTS: _____

Price: High _____ Low _____ Listed with another broker? Yes / No _____

Any liens to satisfy at Closing? Yes / No Approximate amount \$ _____

OWNER'S INFORMATION:

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: Home _____ Cell _____

Email: _____

VESSEL LISTING AGREEMENT:

The Owner hereby grants Damar Ltd. / Midway Marina (the Yacht Brokerage) the Exclusive Right of Sale, to sell the vessel described above, and hereby agrees not to list this vessel 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 being listed.
2. To furnish the Brokerage with specifications, an inventory of equipment to be included in the sale, a copy of the Yacht's Registration or Documentation, and photographs of the Yacht if available.
3. To pay the Brokerage a commission equal to Ten Percent (10%) of the selling price if the Yacht is in any manner sold, donated or traded during the term of this agreement. The same applies to a former party introduced to this vessel for one year after the termination of this agreement. The commission shall be based upon the contract price accepted by the Owner prior to any adjustments made to compensate a Buyer for defects found during the survey / sea trial process.
4. To supply the Brokerage with the names of all prospective Buyers who contacted the owner directly.
5. To notify all prospective Buyers or Brokers who contact the Owner directly that negotiations must be conducted through Midway Marina Yacht Brokerage.
6. Owner agrees to show the Yacht to qualified prospective Buyers that the Brokerages produces.
7. That responsibility for the care, custody, insurance and control of the Yacht remains entirely with the Owner.

The Brokerage agrees:

1. To seek prospective Buyers for the Yacht through direct promotion of the Yacht.
2. To prepare information describing the Yacht and to distribute this information through the Multiple Listings System to all participating Yacht Brokers as available for co-brokerage.
3. To pay corresponding Brokers who sell the Yacht a percentage of the commission received at closing.
4. To manage the Yacht sale: to write Purchase and Sale Agreements; to negotiate the terms of the sale between both parties; to provide escrow service for deposits and sale proceeds; to assist with financing, survey and sea trial arrangements, insurance and documentation needs, to arrange payoff of liens, and to see that clear title is provided to the Buyer. We make sure the closing is done in a timely and professional manner.

If the Owner produces a Buyer on their own, Midway Marina Yacht Brokerage will handle the sale, and the Brokerage agrees to split the commission with the Owner on a 50/50 basis.

The term of this agreement shall remain in effect for a minimum of 180 days from the date of Owner signing, after which it will continue without interruption unless cancelled by the Owner after the minimum term of this agreement with written notice to be effective 90 days after receipt of cancellation. This agreement shall be governed by the Laws of the State of Connecticut, any disputes stemming from this agreement to be heard by a Connecticut court with Connecticut law to apply, and when applicable, the Maritime Laws of the United States of America. All parties to this contract agree that collection of commission will include Midway Marina Brokerage's collection costs and reasonable attorney's fees. This written contract is the entire agreement, and is not modified by any verbal representation or other communications, verbal or otherwise.

LISTING BROKERAGE: Damar Ltd. / Midway Marina Yacht Brokerage
16 Snyder Road, Haddam, CT 06438
(860) 345-4330

DamarLtd@sbcglobal.net

Listing Broker:

OWNER'S signature: _____ DATE: _____

OWNER'S signature: _____ DATE: _____

BROKER'S signature: _____ DATE: _____