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### MULTIPLE LISTING AGREEMENT

(Exclusive Central Agency)

1. It is agreed that Punta Gorda Yacht Brokers (hereinafter referred to as Broker) is hereby granted an exclusive right to sell and therefore authorized to manage the sale of the Vessel named:

Mfg: \_\_\_\_\_ Length: \_\_\_\_\_ Model Year: \_\_\_\_\_ Reg/Doc number: \_\_\_\_\_  
Hull HIN: \_\_\_\_\_ on a multiple listing basis. This Vessel will be offered for sale at a gross asking price of \$ \_\_\_\_\_, and no other price shall be quoted without specific authorization from the Owner. The Broker agrees to submit any and all offers of any type to the Owner for consideration. The Owner agrees to sell the Vessel to a customer of the Broker, or to a customer of a sublisted broker who is ready, willing and able to purchase at this price, or at any other price and terms the Owner may accept.

2. The Owner agrees to provide convenient and reasonable access to the Vessel so that salespersons and other brokers may show the Vessel when the Owner / or owners guests are not aboard; to keep the Broker informed of any changes of location, price, condition, inventory or specifications of the Vessel; to arrange for all appointments and offers made by anyone to be made only through the listing Broker; to provide Vessel registration and **original up to date proof of ownership** at time of listing; and to execute the customary purchase agreement in the event the Broker finds a buyer for the Vessel.

3. The Owner agrees that the Broker is providing a valuable service of a kind which is for the use and benefit of both the Owner and the Vessel by distributing listing information to the brokerage industry, advertising the Vessel for sale and exposing it to the buying public, and providing consultation with regard to the marketability of the Vessel. Therefore, the Broker is authorized to and shall distribute information describing the Vessel to its clients and to other brokers it judges qualified to negotiate a sale.

4. Upon the sale, donation, trade, charter or exchange of the Vessel, or if it is otherwise transferred or conveyed during the term of this Agreement by the Owner, or anyone acting on behalf of the Owner, the Owner agrees to pay the Broker a fee of ten percent (10%) of the gross sale price or minimum commission of Two Thousand and 00/00 dollars (\$2000.00), whichever is more, payable for the sale of the vessel. Any sublisting broker involved in the sale shall receive his fee from the Broker. The sale, donation, trade or exchange of a majority of the stock, of equitable interest of a corporate or limited partnership holding title to the Vessel by Owner shall be construed as a sale for the purposes hereof. Should the Owner determine that it is advantageous to donate the Vessel to a tax-exempt organization during the term of this Agreement, it will be handled by the Broker, who agrees to handle the donation without charge to the owner, although a finder's fee may be paid to the Broker by the tax-exempt organization. If the Owner brings a qualified, (ready to buy) buyer to the Broker and participates in the showings, survey and seatrial of the vessel, the Broker will handle the complete sale of the vessel and pay the owner an amount equal to the full selling broker commission (25%).

5. This agreement shall remain in effect until the Vessel is sold, unless cancelled by either party by giving the other party thirty (30) days prior written notice of cancellation. This Agreement shall remain in effect for minimum of one hundred and eighty (180) days. Should the Owner decide not to sell the Vessel, this Agreement can be cancelled at any time with thirty (30) days notice, providing there is not an active Purchase Agreement pending.

6. The Owner further agrees to pay the same fee, should the Owner, at any time within one (1) year after termination of this Agreement, sell, trade, exchange, charter, or otherwise transfer or convey the Vessel in any manner to any party to whom the Broker has shown the Vessel during the term of this agreement.

7. The Owner is required to make disclosure of all deficiencies. The Owner acknowledges and warrants that the Vessel, except for those excluded items listed on this form, will be transferred to the Buyer free and clear of any and all debts, claims, liens and encumbrances of any kind including maritime liens.

8. It is specifically understood and agreed that the Broker does not assume and is not delegated care, custody, or control of the Vessel. It is further agreed that the procuring of docking and or mooring for the Owner's vessel by the Broker for the purpose of making the vessel available for inspection by potential purchasers is not deemed as an assumption of the custody or control of Vessel by the Broker. The possession, custody and control of Vessel shall at all times remain as the Owner designates for the safety, security and protection of the Vessel at whatever location the Vessel is moored or stored for the purposes of being available for inspection by potential buyers and the Broker shall not be deemed to be responsible for the security, safety or protection of the Vessel during this period of time, and shall not be responsible for any damage or loss to the Vessel. Any movement or sea trial of vessel is the sole responsibility of Seller.

9. Permission is hereby given to the Brokerage, its salespersons and sublisted brokers to board and show the Vessel, by appointment, or as otherwise agreed. The Owner shall keep the Vessel fully insured for inspection, sea trial and marine survey purposes. The Broker shall endeavor and use its best efforts according to the standard of the industry, to procure a buyer for the Vessel, and the Owner agrees to refer immediately to the Broker all inquiries of offers received from other brokers or parties interested in purchasing the Vessel, during the term of this Agreement. Accordingly, the Broker will be entitled to the commission described herein if the Vessel is sold solely by the Owner or by any other broker to a purchaser referred by the Owner.

10. In the event a sale is not consummated because of the Owners failure to perform, then full commission shall be due and payable upon such failure. If a sale is not consummated because of a Buyers failure to perform, and all or any portion of the Buyers deposit is forfeited, the Owner agrees that the amount forfeited shall be deemed liquidated damages and shall first be applied to pay all expenses incurred by the Broker in attempting to sell the Vessel (including, but not limited to surveys and haul-out fees) and the remainder shall be divided equally between the Broker and the Owner, provided that the Brokers share shall not exceed the commission set forth in this Agreement.

11. In the event that interpretation or enforcement of terms or conditions of this Agreement are subject to litigation or arbitration, the prevailing party shall be entitled to all reasonable attorney fees, court costs, and other costs of collection. This agreement shall be construed in accordance with the laws of the State of Florida.

12. The Owner(s) acknowledge(s) having understood the terms of this Agreement and receipt of a signed copy, that this document represents the entire Agreement of the parties; that no other representations, warranties, guarantee of sale or promises of any kind have been made to the owner(s) other than those set forth herein; and that this Agreement is binding on all heirs, executors, successors, administrators, and assigns of both the Broker and Owner.

**OWNER INFORMATION**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST, and ZIP: \_\_\_\_\_

BUS PHONE# \_\_\_\_\_ RES PHONE# \_\_\_\_\_

SPECIAL SHOWING INSTRUCTIONS: \_\_\_\_\_

Items damaged, not working or excluded:

\_\_\_\_\_

Owner:  
\_\_\_\_\_

Broker:  
\_\_\_\_\_

Date:  
\_\_\_\_\_