



LISTING AGREEMENT

Made this.....day of.....2013

Between

Owner/Joint Owners Full Name.....of

Address

.....
.....

Telephone Numbers:-

Home.....Office.....Mobile.....

E-mail.....
hereinafter called "The Owner"

And

NETWORK SOUTH WALES (SWANSEA) LTD

Unit 1, National Waterfront Museum, Maritime Quarter, Swansea Marina, Swansea. SA1 3RD
hereinafter called "The Broker"

THE Owner/s is/are the beneficial or joint owners of

Name of vessel.....

Description of vessel.....

Registration or other number of vessel.....

Year and port of registry.....

Where lying.....Berth No.....

Here in after called "The Vessel"

1. The Owner/s authorise/s the Broker to offer for sale the
Vessel for the Gross price (inclusive of commission) of: £.....

And, subject to clause 2 hereof, agrees that should the vessel be offered for sale through another
broker or in any other way then;

- a) The asking price shall not be less than the above price, nor in terms less onerous than those instructed by the owner to the broker or any variation thereof subsequently agreed between the owner and the broker.
- b) The identity of the broker(s) shall be disclosed to the broker by the owner.

2. The owner either

- a) Agrees to sole agency for the broker until expiration of 28 Twenty Eight Days notice in writing, which notice shall contain such information as required in clause 1(b) hereof OR
- b) Does not agree to sole agency for the broker and therefore provides hereon the information required in clause 1 (b) hereof, (list of brokers hereon).

NB. Delete either 2a or 2b and sign the deletion

(NAME OF OTHER BROKERS).....sign.....
(please write 'none' and sign if not listed)

3. The owner agrees to pay the broker commission, on the contract price in accordance with the British Boating Industry Code of Practice (see notes hereunder), should the broker introduce a prospective purchaser who contracts to buy or who's nominee contracts to buy the vessel, the owner further agrees that all negotiations with such prospective purchasers (or their nominees) shall be through the broker. The broker shall be entitled to half commission on the agreed selling price where a purchaser defaults after agreement and his deposit is forfeit.

4. The owner warrants that there is no marine or maritime mortgage, statutory or other lien and that the vessel is free from all encumbrances save as detailed hereon. (Please Print name of finance company or any other lender below, **if none please state and sign**)

Finance Lender..... Mortgage Acc No.....sign.....

5. Without prejudice to any subsisting rights of the broker or the owner under this agreement, either party may terminate this agreement on giving twenty eight days notice at any time to the other.
6. The owner agrees to keep the vessel fully insured from the date of this agreement to the date of sale, or to the date of termination of this agreement, such insurance to cover all viewing and sale arrangements, including sea trials and slipping for survey.
7. The owner agrees to inform the broker should the vessel be lost, stolen, abandoned, broken up, sold or otherwise disposed of, and if sold, agrees to provide the sale details including the purchasers name and address.
8. This agreement and any contract to sell the vessel arranged by the broker shall be subject to British Law without reference to the country of origin or residence of the owner or the purchaser, or the country where the vessel may be lying.
9. The owner declares that
 - a) To the best of his knowledge and belief the particulars given to the broker are correct.
 - b) He has the power to dispose of the vessel with concurrence of any joint owner or mortgage or hire purchase company, or company or individual having lien on the vessel;
 - c) All known defects have been declared.

10. The owner agrees to indemnify the broker should any of the warranties, agreements and information provided, made or given by the broker or owner be incorrect or broken, to the full extent of all costs, disbursements, liabilities, and damages suffered by the broker as a result.
11. The Owner agrees to indemnify the broker should any mechanical breakdown / failure occur while moving the owner's vessel around the marina or to conduct a Survey / Sea Trial on the owner's behalf if not available.

Signed.....(Owner)Date

N.B. Have you dated this document on Page 1 ?

Note 1 Network Yacht Brokers charge 8% commission unless otherwise stated below by the broker.

.....% authorised by

Vessels less than £6000.00 will attract a minimum brokerage fee of £500.00 plus VAT.

Note 2 It is in the owners interest to inform the broker whenever a client already introduced by the broker, is subsequently introduced through another broker or by any other means.

VAT is chargeable on the commission at the current rate. Please take time to fill out the following. If you have any problems we can complete the list on your behalf