



LISTING AGREEMENT FOR BROKERAGE VESSEL

On this the _____ day of _____, _____ Owner grants **Weaver Boat Works** (“Brokerage”), the exclusive right and authority to manage the sale of the Vessel on a multiple listing basis upon the terms below:

Owner(s):	Home Phone:	Fax:	
Wk. Phone:	Cell Phone:	Email:	
Address:			
Vessel Name:	Length:	Model Yr.:	Manufacturer:
Model:	Hull No.:	Official/Title No.:	Flag:
Place of Registration:	Capt. Name:	Capt. Phone:	
Gross Asking Price:	Broker:		

1. **Offers.** Brokerage will submit all offers to Owner. Owner shall sell the Vessel to a customer who is ready, willing, and able to purchase at the Gross Asking Price or at any other price to which Owner agrees. “Vessel” includes all gear, machinery, equipment, furniture, consumables, and all other tenders, toys, articles and appurtenances on board the Vessel as of the date of this Agreement, except for items listed below on the Exclusions List, which items are not included in the sale.

2. **Authorization.** Brokerage is authorized to distribute information describing the Vessel and to advertise and market the Vessel in any medium and in any manner Brokerage deems appropriate.

3. **Cooperation.** Owner shall (a) supply such data on the Vessel as reasonably requested by Brokerage, (b) inform Brokerage about changes in the Vessel’s location, price, or specifications, (c) remove all personal belongings and items listed on the Exclusion List prior to closing, (d) make the Vessel reasonably available for showings, (e) refer all inquiries or offers received from other brokers or parties interested in purchasing the Vessel, and (f) execute a purchase agreement if Brokerage finds a buyer in accordance with the terms of this Agreement or on any other terms acceptable to Owner.

4. **Disclosures.** Owner represents and warrants: (a) [CHECK ONE]. The Vessel has not been materially damaged since Owner purchased it nor is Owner aware of any damage to the Vessel prior to its ownership; or, the vessel sustained material damage described on the attached addendum which Brokerage is authorized to disclose to potential buyers, who may rely on the representations contained herein in making a purchasing decision. (b) Owner will transfer the Vessel to buyer free of all debts, claims, liens, taxes, customs duties, license fees and encumbrances of any kind. (c) Owner is legally entitled to sell the Vessel. (d) Owner shall provide Brokerage copies of ownership and registration records within five (5) days of the date of this Agreement.

5. **Commission.** Upon the sale, charter for a period in excess of 180 days, trade, or exchange of the Vessel, Owner will pay Brokerage a fee of Six (6 %) percent inhouse, or 10% Co-Broker of the (i) gross sales price of the Vessel, (ii) the total amount of payments to Owner under the charter, or (iii) the value of the Vessel as assigned by the Parties (or if none, the Gross Asking Price) in any trade or exchange (the “Commission”). Owner shall pay the Commission immediately upon the closing of the Vessel’s sale or execution of the charter agreement, as applicable. The sale, trade, or exchange of a majority of the stock, membership

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Broker’s Initials: _____

interest, or equitable interest of an entity holding title to the Vessel, will be deemed a “sale” of the Vessel for the purposes hereof. Brokerage may work with other brokers to sell the Vessel. Any cooperating or sub-listed Brokerage (“Co-Brokerage”) involved in the sale shall receive its fee from Brokerage. If Owner transfers ownership of the Vessel to an entity majority owned by Owner, this transfer will not be deemed a “sale.”

6. **Deposits.** Brokerage may pay itself the Commission or other amounts due and owing Brokerage from any deposit held by Brokerage. Owner hereby irrevocably assigns to Brokerage the right to payment of the Commission from the deposit, no matter who is holding such deposit.

7. **Custody, etc.** Brokerage does not assume and is not delegated care, custody, or control of the Vessel. Brokerage’s procuring of docking and mooring space for the Vessel to make it available for inspection by potential buyers is not to be deemed as an assumption of the care, custody, or control. Care, custody, and control of the Vessel remains at all times with Owner, and Owner is solely responsible for the safety, security, and protection of the Vessel at whatever location the Vessel is moored or stored for the purpose of being available for inspection by potential buyers. Brokerage shall not be deemed to be responsible for the safety, security or protection of the Vessel during the term of this Agreement and shall not be responsible for any damage or loss to the Vessel.

8. **Showing and Insurance.** Brokerage and Co-Brokerage and their respective brokers, sales executives, employees and agents may board and show the Vessel. Owner shall keep the Vessel fully insured (including coverage for personal liability, theft, fire, physical damage, and for inspection, trial run, and marine survey purposes). Proof of Owner’s insurance will be provided to Brokerage upon request. Owner shall advise Brokerage prior to any cancellation or change in coverage.

9. **Term.** The term of this Agreement is one year from the date of its execution (“Term”), which Term will automatically renew for successive one-year periods (each a “Renewal Term”) on the same terms and conditions. During any Renewal Term, either party may terminate this agreement upon 90 days written notice. In addition, either party may terminate this Agreement upon the other’s material breach hereof and failure to cure within 30 days of written notice of same. Upon execution of a purchase agreement to sell the Vessel, this Agreement will automatically extend until the Vessel is sold or that agreement is canceled in accordance with its terms.

10. **Other Situations.** Owner shall still pay the Commission to Brokerage if: (a) within six months after termination of this Agreement, Owner charts or otherwise transfers or conveys the Vessel to any party (or an entity owned or controlled by the party) to whom Brokerage or one of its Co-Brokerages physically showed the Vessel during the term (upon request, Brokerage shall provide a list of persons to whom it has physically shown the Vessel); (b) Owner defaults on an executed purchase agreement; (c) Owner agrees with a buyer to cancel an executed purchase agreement; (d) Brokerage presents a bona-fide offer at or above the Gross Asking Price and Owner fails to accept the offer provided that the offer contains no contingencies other than those contained in the current version of the FYBA Purchase and Sale Agreement for Brokerage Vessel; (e) Owner donates the Vessel during the term of this Agreement, and the donee has not paid Brokerage the Commission; and (f) any holder of a mortgage or security interest on the Vessel takes possession of the Vessel when it is subject to a purchase agreement and such holder directly or indirectly sells such Vessel to the buyer named in the purchase agreement. In the case of (b), (c), and (d) above, the Commission will be calculated as if the transaction had closed. In the case of (e) above, the Commission will be calculated on the value assigned to the Vessel in the donation.

11. **Buyer’s Default.** If Owner enters into a contract to sell the Vessel and pursuant to that contract Owner retains liquidated damages, such will be applied first to payment of any unpaid costs or expenses that Buyer or Brokerage incurred against the Vessel. The remainder will be divided equally between Owner and Brokerage, except that Brokerage’s share will not exceed the Commission amount.

12. **Dockage.** If Brokerage is to provide dockage, the terms shall be pursuant to a separate agreement. Owner is solely responsible for all costs of fuel, provisions, insurance and other costs related to the Vessel.

13. **Maintenance and Transportation.** If Owner makes arrangements with any member of Brokerage’s staff or a third party vendor to repair minor damage, wash/wax the exterior of the Vessel, or to clean the interior of the Vessel (collectively “Maintenance”), or to move the Vessel (“Transportation”), such arrangements shall not be deemed to be with Brokerage. Brokerage shall not be liable for and is hereby released from any damages resulting from any such Maintenance or Transportation, including, without limitation, damages to the Vessel and personal injury. Brokerage will not perform any repairs or maintenance on the Vessel, unless specifically agreed to by Brokerage in writing. Any repair work to be performed other than, by, or on behalf of Brokerage must be performed outside of Brokerage’s premises.

Owner’s Initials: _____
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Broker’s Initials: _____

14. **Agency.** Owner acknowledges and agrees that Brokerage may act as a dual-agent in a purchase and sale transaction if buyer is not represented by its own Brokerage, i.e. representing both Owner and the buyer. Brokerage may disclose to both parties facts known to Brokerage materially affecting the Vessel's value or desirability; provided, however, that Brokerage shall not, without Owner's consent, disclose to a buyer that Owner is willing to sell the Vessel for an amount less than the asking price, or without the buyer's consent, disclose that the buyer is willing to pay a price greater than the offered price. Brokerage may have or obtain listings for other vessels. Potential buyers may purchase vessels the same as or similar to the Vessel through Brokerage. Owner consents to Brokerage's representation of sellers and buyers of such other vessels before, during, and after this Agreement.

15. **Responsibility.** Owner agrees to indemnify, hold harmless and release Brokerage and Co-Brokerage and their respective brokers, sales executives, employees and agents (each a "Released Party") against and from any and all claims, losses, damages, liabilities, attorneys' fees and costs (at all pretrial, trial and appellate levels) and other expenses (each a "Claim"), including, without limitation, any Claim by Owner or any other person or entity, that a Released Party may incur because of or arising from (a) Owner's negligence, representations, misrepresentations, actions or inactions, (b) a showing, inspection, trial run or other running of the Vessel, or (c) advertising materials provided to Brokerage by Owner that are subject to copyright or trademark restrictions, whether the Claim is due in whole or in part to the negligence of a Released Party or otherwise. Under any circumstances, Brokerage's liability to Owner with respect to any Claim because of or arising from any cause whatsoever is limited to 10% of the Gross Asking Price or the Commission payable on any transaction from which the Claim arises, whichever is less. This paragraph will survive the termination of this Agreement.

16. **Miscellaneous.** This Agreement, including its exhibits and schedules, is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous negotiations, agreements, representations, warranties, and understandings pertaining thereto, be they in writing, oral, or otherwise. If any term, condition, or provision of this Agreement is held to be unenforceable for any reason, it shall, if possible, be interpreted to achieve the intent of the parties to this Agreement to the extent possible rather than avoided. In any event, all other terms, conditions and provisions of this Agreement shall be deemed valid and enforceable. There are no other duties, obligations, liabilities, or warranties, implied or otherwise, except as set forth herein. This Agreement is binding on all parties, their heirs, personal representatives and/or assigns. Paragraph headings are informational and included only for convenience. This Agreement may not be amended or modified, except in writing, signed by both parties. Notice and delivery given by or to the attorney representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by personal delivery, overnight courier, facsimile, or electronic media, and shall be effective upon delivery with proof of delivery retained. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned by Owner by operation of law or otherwise without the prior written consent of Brokerage and any attempt to do so will be void. No claim or right arising out of this Agreement can be waived or discharged by one party, in whole or in part, unless in writing, nor shall any waiver be applicable except in the specific instance for which it is given. Any proceeding relating to this Agreement will be brought in the courts of the State of Maryland, in the county Anne Arundel, Maryland and each of the parties irrevocably submits to the exclusive jurisdiction of each such court, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding relating to this Agreement in any other court. This Agreement will be governed by and interpreted exclusively under the laws of the State of Maryland, without regard to conflicts-of-laws principles that would require the application of any other law. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs. Neither party shall be responsible for delays or failures in performance resulting from a force major event. For purposes hereof, a "force major" event includes, without limitation, acts of God, acts of terrorism, strikes, lockouts, riots, acts of war, fire, communication line failures, computer viruses, power failures, accidents, tropical storms, hurricanes, earthquakes, or other natural disasters. This Agreement may be signed in any number of identical counterparts, each of which will be an original (including signatures delivered via facsimile or e-mail) with the same effect as if the signatures thereto and hereto were upon the same instrument. All provisions of this Agreement shall survive the expiration/termination of this Agreement in accordance with their terms and conditions.

Owner's Initials: _____

Broker's Initials: _____

HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM ARISING UNDER OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE VESSEL, AGAINST THE PARTIES, THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS.

OWNER:

By: _____
Title: _____
Date: _____

BROKERAGE:

By: _____
Title: _____
Date: _____

GUARANTY: If the Owner is a legal entity, its obligations are guaranteed as of the date first stated above by the company's principal whose name and signature appear below, in consideration to such principal of the benefit it is deriving from this agreement.

Principal's Signature: _____

Print Name: _____

SHOWING INSTRUCTIONS:

EXCLUSIONS LIST:

TENDERS AND TOYS:

Description	Hull/Serial Number	Engine	Serial Number	Place of Registration

Owner's Initials: _____

Broker's Initials: _____