



# YACHT PURCHASE AND SALE AGREEMENT

DATE: \_\_\_\_\_

1 This is an Agreement (the "Agreement") made by and between \_\_\_\_\_  
 2 of \_\_\_\_\_, a citizen of \_\_\_\_\_  
 3 (the "BUYER"), and \_\_\_\_\_ of \_\_\_\_\_  
 4 \_\_\_\_\_, a citizen of \_\_\_\_\_ (the "SELLER"), owner of the  
 5 \_\_\_\_\_ described in Attachment(s) \_\_\_\_\_ to this Agreement, which is made a  
 6 part hereof, and named " \_\_\_\_\_," (the "YACHT").

7 The BUYER and SELLER recognize \_\_\_\_\_ (the "SELLING BROKER")  
 8 and \_\_\_\_\_ (the "LISTING BROKER") as the brokers handling the sale  
 9 of the YACHT, and herein referred to collectively as the "BROKERS."

10 1. **PRICE AND DEPOSIT:** The "SELLING PRICE" shall be  
 11 \_\_\_\_\_ ( \_\_\_\_\_ ) for which the  
 12 BUYER agrees to buy and the SELLER agrees to sell the YACHT, subject to the terms and conditions  
 13 set forth in this Agreement. The sum of \_\_\_\_\_  
 14 ( \_\_\_\_\_ ) of the SELLING PRICE shall be paid as a deposit (the "deposit") upon  
 15 execution of this agreement. The deposit shall be paid to and held in escrow by the SELLING BROKER  
 16 pending resolution of this sale. The balance of the SELLING PRICE shall be paid in collected funds at the  
 17 closing. Should the SELLER and BUYER agree that payment may be made in any form other than collected  
 18 funds, they further agree to jointly and severally indemnify and hold harmless the BROKER(S) involved in  
 19 the transaction from any loss or liability resulting from reliance on use of such other form of payment.

20 2. **SURVEY:** The BUYER may have the YACHT surveyed at his expense, to verify the condition of the  
 21 YACHT and the accuracy of the attached inventory.  
 22 A. The SELLER agrees that the BUYER or his agents may examine the YACHT and inventory in a  
 23 nondestructive manner. If the YACHT is in the water, the SELLER may stipulate at which boatyard he is  
 24 willing to have the YACHT hauled for survey and agrees that delivery to and from the boatyard for survey,  
 25 which he hereby authorizes, is to be at the SELLER's sole risk and expense.  
 26 B. The BUYER agrees that the surveyor(s) shall be employed by the BUYER. BUYER agrees that any and  
 27 all claims that may arise regarding the accuracy of the survey in the transaction may not be asserted against  
 28 the BROKER(S).

29 3. **ACCEPTANCE OF THE YACHT:** The BUYER shall notify the SELLING BROKER of his acceptance of  
 30 the YACHT and inventory, or his rejection of same. Such notice which shall be in writing, shall be received  
 31 no later than five o'clock p.m. local time on \_\_\_\_\_. If said notice has not been timely  
 32 received, the BUYER shall be deemed to have rejected the YACHT and inventory in its present condition,  
 33 subject to the terms, if any, of paragraph #7. IT IS THE BUYER'S RESPONSIBILITY TO OBTAIN ANY  
 34 ASSURANCES HE REQUIRES REGARDING THE AVAILABILITY OF SATISFACTORY FINANCING  
 35 AND INSURANCE PRIOR TO THE ABOVE MENTIONED DATE.

36 4. **TERMINATION OF AGREEMENT:** If the BUYER gives notice of his intention to reject the YACHT  
 37 under the terms of this Agreement, such notice shall constitute termination of the BUYER's obligation to  
 38 purchase and the SELLER's obligation to sell, and the BUYER and the SELLER both authorize the  
 39 SELLING BROKER to return the deposit to the BUYER, after deducting any fees and charges incurred  
 40 against the YACHT by the BUYER, or by the BROKERS on behalf of the BUYER, including the cost of the  
 41 survey and related expenses.

42 **INITIALS:** BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
 43 DATE \_\_\_\_\_ DATE \_\_\_\_\_

DATE: \_\_\_\_\_

- 44 5. **CLOSING:** The “closing” on this sale shall take place by five o’clock p.m. local time on or before
- 45 \_\_\_\_\_ at the office of \_\_\_\_\_ at
- 46 \_\_\_\_\_.
- 47 The closing of the sale shall be deemed completed when:
- 48 A. All documents necessary to transfer good and absolute title to the YACHT have been received by the
- 49 BUYER, or by the SELLING BROKER on behalf of the BUYER; and
- 50 B. The balance of the SELLING PRICE is paid in collected funds to the SELLER, or to the SELLING
- 51 BROKER for transmittal to the SELLER.
- 52 6. **TIME OF ESSENCE:** The BUYER and SELLER expressly recognize and agree that time shall be of the
- 53 essence with respect to any and all times, dates, and deadlines set forth in this agreement, including but not
- 54 limited to those set forth in paragraphs 3 and 5 herein.
- 55 7. **ADDITIONAL PROVISIONS:** (If none, enter “NONE” in the space provided below. If more space is
- 56 required, attach separate addendum.)

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**OTHER RIGHTS, OBLIGATIONS AND MISCELLANEOUS PROVISIONS**

- 61 8. **SELLER’S REPRESENTATIONS: The SELLER warrants and/or agrees as follows:**
- 62 A. That he has full power and legal authority to execute and perform this Agreement, that he has good and
- 63 marketable title to the YACHT, and that, if necessary, he will obtain permission, prior to closing, from any
- 64 authority to sell the YACHT,
- 65 B. That the YACHT will be sold free and clear of any mortgages, liens, bills, encumbrances, or claims
- 66 whatsoever. If any such obligations remain outstanding at the closing, the SELLER authorizes the
- 67 SELLING BROKER to deduct the funds necessary to satisfy such obligations from the proceeds of the
- 68 sale.
- 69 C. To deliver the YACHT and its inventory as accepted in paragraph #3, on or before \_\_\_\_\_
- 70 at \_\_\_\_\_.
- 71 D. To pay any and all duties, taxes, fees, or other charges assessed against the YACHT by any governmental
- 72 authority prior to the closing, to hold harmless and indemnify the BUYER and BROKERS against any
- 73 claims or actions for such fees, and to provide validation of such payments at the closing, upon written
- 74 request by the BUYER.
- 75 E. To hold harmless and defend the BUYER and BROKERS against any and all claims incurred prior to
- 76 closing that may impair or adversely affect the BUYER’s receipt, use, and possession of the YACHT,
- 77 including BUYER’s condition survey of YACHT and SELLER’S possession of good and absolute title to
- 78 YACHT, and to assume all costs incident to defending the BUYER and BROKERS against such claims,
- 79 including their reasonable attorney’s fees.
- 80 F. To pay BROKERS the commission as soon as the sale is consummated, and authorizes the BROKERS to
- 81 deduct the commission from payments received directly or indirectly from the BUYER. Such commission
- 82 shall be calculated upon the above stated SELLING PRICE without regard to subsequent adjustments as a
- 83 result of survey or otherwise. Should the sale not be consummated for any reason, and the SELLER
- 84 transfers any interest in the YACHT to the BUYER, directly or indirectly, within two years of the closing
- 85 date of the Agreement (except a charter of one month or less) then the SELLER agrees to pay the
- 86 BROKERS an amount equal to the commission which would have applied to the sale for which the
- 87 Agreement is now created.

88 INITIALS: BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

89 DATE \_\_\_\_\_ DATE \_\_\_\_\_

DATE: \_\_\_\_\_

- 90 9. **BUYER’S REPRESENTATIONS: The BUYER warrants and/or agrees as follows:**
- 91 A. That he has full power and legal authority to execute and perform this Agreement and to obtain, prior to
- 92 closing, if required, the permission of any authority to buy the YACHT,
- 93 B. To deliver the following at closing:
- 94 (1) Collected funds payable to the SELLER, or for the SELLER’s account, in an amount equal to the
- 95 balance of the SELLING PRICE as set forth in Paragraph #1.
- 96 (2) Collected funds payable to the BROKERS, in an amount equal to any charges incurred against the
- 97 YACHT by BROKERS on behalf of the BUYER, including costs related to any survey of the
- 98 YACHT.
- 99 (3) Any and all documents, including authorization, required to complete this purchase.
- 100 C. To pay all sales and/or use taxes, now or hereafter, imposed as a result of this sale, to indemnify the
- 101 SELLER and BROKERS against any obligations to pay such taxes, and to furnish proof of such
- 102 payments, upon request by the BROKERS.
- 103 D. The BUYER will have the right of possession of the YACHT only upon completion of the closing.
- 104 10. **INTERIM RESPONSIBILITIES:** The SELLER shall bear all risk of loss or damage to the YACHT, or to
- 105 any person or property on said YACHT, until closing. Any damages to the YACHT subsequent to acceptance
- 106 as set forth in Paragraph #3, and prior to completion of closing, shall be repaired by the SELLER at his
- 107 expense, subject to approval of the BUYER who has the right to request a reasonable price adjustment or to
- 108 cancel the sale if substantial damages cannot be repaired to his satisfaction. The SELLER agrees not to use
- 109 the YACHT after completion of survey(s) undertaken on behalf of the BUYER except to move the YACHT
- 110 to a suitable storage location and to conduct any sea trials requested by the BUYER.
- 111 11. **DEFAULT BY SELLER:** The SELLER’s failure to deliver the YACHT to the BUYER or otherwise to
- 112 perform the terms of the Agreement, due to any reason (including loss of or substantial damage to the
- 113 YACHT caused by the SELLER’s negligence which prevents completion of the sale), shall obligate the
- 114 SELLER to pay all costs and charges incurred in connection with any survey undertaken on behalf of the
- 115 BUYER, and to pay the BROKERS the full brokerage commission which would have otherwise been due
- 116 pursuant to Paragraph #8F. The SELLER’s obligation is without prejudice to any other rights the BUYER
- 117 might also have as a result of the SELLER’s default. However, if the sale cannot be completed by the closing
- 118 date due to substantial damage to the YACHT not caused by the SELLER’s negligence, the SELLING
- 119 BROKER is authorized to deduct from the deposit any fees or charges incurred against the YACHT by the
- 120 BUYER, including the cost of the survey and related expenses, and return the balance to the BUYER.
- 121 12. **DEFAULT BY BUYER:** The BUYER and SELLER agree that the amount of damages sustainable in the
- 122 event of a default by the BUYER are not capable of ascertainment. Therefore, in the event that the BUYER,
- 123 after accepting the YACHT under the terms of this agreement, fails to fulfill any or all of the obligations set
- 124 forth in paragraphs #5 and #9, the deposit shall be retained by the SELLER as liquidated and agreed damages
- 125 and the BUYER and SELLER shall be relieved of all obligations under the Agreement. This sum shall be
- 126 divided equally (50%/50%) between the SELLER and the BROKERS after all expenses incurred against the
- 127 YACHT by the BUYER have been paid. The BROKERS’ share shall not exceed the amount the BROKERS
- 128 would have received had the sale been completed.
- 129 13. **ARBITRATION OF DISPUTES:** Any dispute, controversy or claim relating to the Agreement, including
- 130 but not limited to the interpretation thereof, or its breach or existence, which cannot be resolved amicably by
- 131 the BUYER and SELLER shall be referred to arbitration, which shall be the sole and exclusive forum for
- 132 resolution and settlement of any dispute, controversy or claim between the parties. The arbitration shall be
- 133 conducted in accordance with the Rules of the American Arbitration Association then in force and shall be
- 134 held in the city and state of the SELLING BROKER’s office, unless the BUYER and SELLER mutually
- 135 agree upon another place. Any award of the arbitral authority shall be final and binding upon the BUYER

136 INITIALS: BUYER \_\_\_\_\_ BUYER \_\_\_\_\_ SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
 137 DATE \_\_\_\_\_ DATE \_\_\_\_\_

DATE: \_\_\_\_\_

138 and SELLER with respect to all disputes, claims or controversies therein and the BUYER and SELLER  
139 shall comply without delay. The arbitral authority shall, in its award, fix and award the costs and reasonable  
140 attorney's fees to the prevailing party of the arbitration. The award of the arbitral authority may be enforced  
141 by any court having jurisdiction over the party against which the award has been rendered or where assets of  
142 the party against which the award has been rendered can be located. The BUYER and SELLER further  
143 understand and agree that arbitration shall be the sole and exclusive forum for resolving any dispute,  
144 controversy or claim relating to this Agreement and that neither party shall resort to any court except to  
145 compel arbitration, refer questions of law or to confirm, vacate or modify any such award.

146 14. **BROKER REPRESENTATION:** The SELLER and the BUYER each acknowledge that the SELLING  
147 BROKER represents the BUYER, and the LISTING BROKER represents the SELLER, each representing the  
148 party that the respective broker has brought to this transaction. The SELLER and the BUYER also  
149 acknowledge and agree that in the case of a sole BROKER, such BROKER represents the interest of both the  
150 SELLER and the BUYER and that such representation shall not render this Agreement voidable.

151 15. **LEGAL FEES:** Should the LISTING BROKER or the SELLING BROKER become party to any litigation  
152 or Arbitration involving this Agreement and found not to be at fault, it is agreed that the BROKER(S) shall be  
153 reimbursed for costs and attorney's fees by the party(s) found to be at fault.

154 16. **MISCELLANEOUS PROVISIONS: This Agreement shall:**  
155 A. Be construed and interpreted in accordance with, and the arbitral authority shall apply, the substantive and  
156 procedural law of the State of the SELLING BROKER's principal office.  
157 B. Constitute the entire Agreement between the BUYER and SELLER, and supersedes all prior discussions,  
158 agreements and understandings of any nature between them, and may not be changed or added to except  
159 by agreement in writing and signed by all parties to be bound.  
160 C. Be binding upon and shall inure to the benefit of and be enforceable by the successors in interest of the  
161 BUYER and SELLER, including but not limited to heirs, executors, administrators or assigns.  
162 D. Survive the closing of the transaction and shall not be merged in or otherwise be affected by the  
163 execution, tender, delivery, or acceptance of the Bill of Sale or any other documents related to this  
164 transaction executed or delivered at or subsequent to the closing.

165 17. **NO WARRANTIES:** THE BUYER EXPRESSLY AGREES THAT NO WARRANTIES OR  
166 REPRESENTATIONS, EXPRESSED OR IMPLIED, HAVE BEEN OR WILL BE MADE DIRECTLY OR  
167 INDIRECTLY BY THE SELLER OR BROKERS CONCERNING THE CONDITION OR USE OF THE  
168 YACHT. THE BUYER FURTHER EXPRESSLY AGREES THAT HE HAS NOT RELIED UPON ANY  
169 ORAL REPRESENTATION BY THE SELLER OR THE BROKERS AS TO THE CONDITION OR  
170 CAPABILITY OF THE YACHT OR ITS INVENTORY. THE BUYER ALSO RECOGNIZES AND  
171 ACKNOWLEDGES THAT YACHTS AND THEIR INVENTORY MAY HAVE BOTH APPARENT  
172 AND/OR HIDDEN DEFECTS AND THE BUYER ACCEPTS RESPONSIBILITY FOR DETERMINING  
173 THE CONDITION OF THE YACHT, ITS INVENTORY, AND THE EXISTENCE OF ANY DEFECTS.

174 IN WITNESS WHEREOF the BUYER and SELLER have hereunto placed their signatures as of the date written  
175 below.

176 BUYER \_\_\_\_\_ WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

177 BUYER \_\_\_\_\_ WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

178 SELLER \_\_\_\_\_ WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

179 SELLER \_\_\_\_\_ WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

