



# BOLLMAN YACHTS

[www.bollmanyachts.com](http://www.bollmanyachts.com)

415 E Davie Blvd Ft. Lauderdale, FL 33316

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## MULTIPLE LISTING AGREEMENT (Central Agency)

1. It is agreed that **BOLLMAN YACHTS** (hereinafter referred to as Broker) is hereby granted an exclusive right to sell and therefore authorized to manage the sale of the vessel named: \_\_\_\_\_ HIN#: \_\_\_\_\_  
DOC#: \_\_\_\_\_ Builder: \_\_\_\_\_ Type: \_\_\_\_\_ Length: \_\_\_\_\_ Flag: \_\_\_\_\_ Year: \_\_\_\_\_  
on a multiple listing basis. This yacht will be offered for sale at a gross asking price of \$ \_\_\_\_\_ and no other price shall be quoted without specific authorization from Owner. Broker agrees to submit any and all offers of any type to the Owner for consideration. The Owner agrees to sell the yacht to a customer of Broker, or to a customer of a sub-listed 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 that 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, Broker is authorized to and shall distribute information describing the yacht to its clients and other brokers it judges qualified to negotiate a sale. It will be the responsibility of the Owner to supply pictures and plans and all detailed information, and also keep Broker informed about any changes in location price or specifications of the yacht.
3. 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 Broker a fee of ten percent (10%) of the gross sale price. Any sub-listing broker involved in the sale shall receive his fee from Broker. The Owner shall not pay more that ten percent (10%) of the agreed sale price regardless of who sells the yacht. The sale, donation, trade or exchange of a majority of the stock, or equitable interest of a corporate or limited partnership holding title to vessel by Owner shall be construed as a sale for the purposes hereof.
4. It is specifically understood and agreed that Broker does not assume and is not delegated care, custody, or control of the yacht. It is further agreed that the procuring of vendors or the payment of bills on behalf of owner, for expenses such as but not limited to: dockage, mooring space, maintenance / repair personnel, caretakers, captains, etc. for the Owner's yacht by Broker for the purposes of improving the vessels marketability, and/or availability, for inspection by potential purchasers is not to be deemed as an assumption of the custody or control of the said yacht by Broker. It is further agreed that these vendors, captains, & slip owner's are in the owner's employ and Broker does not assume any Liability for these payments & or vendors, notwithstanding the fact that the broker may have provided information and assisted the Owner with hiring or locating said vendors, dockage or mooring.
5. The possession, care, custody, and control of said 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 purchasers and Broker shall not be deemed to be responsible for the security, safety or protection of the said vessel during this period of time, and shall not be responsible for any damage or loss to the vessel. Permission is hereby given to Broker for its salesmen and sub-listed brokers to board and show the yacht, by appointment, or as otherwise agreed. The Owner shall keep the yacht fully insured for inspections; sea trials, deliveries and marine survey purposes and are at the Owner's sole risk and expense.
6. This agreement shall remain in effect until the yacht is sold unless cancelled by either party by giving the other party ninety (90) days prior written notice of cancellation. Upon cancellation or expiration, this Agreement will convert to an open non-exclusive listing.
7. Broker will make reduced advertising rates available to the owner for special advertising, if desired.
8. The Owner further agrees to pay the same fee of ten percent (10%) should he, at any time within one (1) year after termination of this Agreement, sell, trade, exchange, charter, or otherwise transfer or convey the yacht in any manner to any party to whom Broker or one of its sub-listed brokers has submitted the yacht during the term of this Agreement.

9. Should the yacht be donated during the term of this Agreement or within One (1) year thereafter, the Owner agrees that the donation will be handled by Broker without charge to the Owner and the commission payable in connection therewith shall be paid by the donee.

10. Broker shall endeavor and use its best efforts according to the standard of the industry, to procure a purchaser for the vessel, and the Owner agrees to refer immediately to Broker all inquires or offers received from other brokers or parties interested in purchasing the vessel, during the term of the Agreement. Accordingly, Broker will be entitled to the commission described herein if the vessel is sold by the Owner or by any other broker to a purchaser referred by the Owner.

11. If any dispute arises between the Owner and Broker regarding this Agreement, such dispute will be submitted and settled in accordance with the rules of the American Arbitration Association, in Ft. Lauderdale, Broward County, Florida, and the decision of the arbitrator(s) shall be final and binding. The prevailing party in such dispute shall be reimbursed by the other party for all attorney's fees and costs of court, including all appellate actions.

12. This agreement is binding on Broker and yacht's Owner, its heirs, executors, successors, administrators and assigns.

**OWNER INFORMATION**

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

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

BUSINESS PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

RESIDENCE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

OTHER PHONE: \_\_\_\_\_

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

VESSEL LOCATION: \_\_\_\_\_

CAPTAIN: \_\_\_\_\_ PHONE: \_\_\_\_\_

CARETAKER: \_\_\_\_\_ PHONE: \_\_\_\_\_

DOCK OWNER: \_\_\_\_\_ DOCK LENGTH: \_\_\_\_\_ DRAFT: \_\_\_\_\_

DOCK OWNER HOME PHONE: \_\_\_\_\_ DOCK OWNER CELL PHONE: \_\_\_\_\_

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

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\_\_\_\_\_

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_