

**Martini Yacht Sales, LLC**  
**337 Pier One Road**  
**Stevensville, Maryland 21666**  
**P 410.643.9595 F 410.604.3135**

**Central Listing Guidelines**

The following Brokerage Sales Procedure must be adhered to in selling a brokerage or used boat to protect both the buyer and the seller and is not flexible.

**STEP 1: THE OFFER** - We do not have a bonafide offer until we have a signed sales contract accompanied by a ten-percent deposit. A personal check made out to "Martini Yacht Sales" will suffice. This check will not be deposited until we have an accepted offer. The sales contract shall have fixed dates so the buyer or the seller may bring the sale to a conclusion.

**STEP 2: THE ACCEPTANCE OF OFFER** - Upon acceptance the deposit is placed in our escrow account until such time that we have payment in full and we disperse the funds; or until the offer is withdrawn by reason of the covenants of the sales contract. If the offer is withdrawn, the funds are immediately returned to the purchaser once all expenses incurred by the purchaser are paid. This protects the seller from mechanics liens that are a yard's or a surveyor's only recourse.

**STEP 3: SEA TRIAL** - This is at the seller's expense. In case of boats already winterized and/or hauled for storage, re-winterizing, launching, and/or hauling is to be paid by the purchaser.

**STEP 4: THE SURVEY** - This is at the buyer's expense. We do not recommend any surveyors, but the broker may submit a list of competent surveyors to the purchaser for him to choose from.

**STEP 5: REQUESTED REPAIRS** – Any repairs contracted by Martini Yacht Sales on behalf of the seller, will be billed to the seller at cost plus 20% and are due upon receipt.

**STEP 6: THE ACCEPTANCE OF VESSEL** - Upon completion of Sea Trial and Survey an acceptance or rejection of vessel must be signed. Any problems discovered must be resolved at this time and the proper adjustments made to the contract. Adjustments based on survey finding, effectively reducing the sale price of the boat, will not alter the agreed upon commission.

**STEP 7: THE CLOSING** - At the closing both the buyer and the seller are typically expected to be present. The seller should have in his possession the title and/or document. The buyer should have cleared funds in the form of a certified check or "wire transfer" for the total amount of the sale, including sales tax and titling fees, if required. It is the broker's responsibility to generate these numbers.

**STEP 8: BOAT SHOWS** – If broker and seller agree to display seller's boat at any boat show, seller will be responsible for all expenses incurred, including but not limited to, space, cleaning and transportation to and from the show.

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**Central Listing Agreement**

THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter referred to as “Owner”, and MARTINI YACHT SALES, hereinafter referred to as “Broker”.

(A) The “Broker” is hereby granted sole and exclusive authority to offer for sale the “Owner’s” yacht known as \_\_\_\_\_, to show said yacht at its mooring place to prospective buyers and to take all steps necessary to bring about a sale thereon.

(B) The “Broker” shall make diligent efforts to effect a sale of said yacht and the “Broker” is granted sole and exclusive authority to list and advertise it in such a manner as it deems most likely to bring about a sale thereof.

(C) The yacht shall be listed for sale at a total purchase price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

(D) Upon consummation of the sale of said yacht, the “Broker” shall be entitled to a commission of TEN PERCENT (10%) of the purchase price.

(E) That neither the “Owner” nor any other broker shall offer said yacht for sale during the period of this Agreement. The “Owner” shall refer, to the “Broker”, all inquiries or offers he may receive and shall assist the “Broker” in its efforts to sell said yacht. Broker shall distribute all information to qualified yacht brokers.

(F) If a sale is consummated after the termination of this Agreement with a party or on behalf of a party procured through the efforts of the “Broker”, the “Broker” shall nevertheless be entitled to its full commission as aforementioned.

(G) Should the “Owner” withdraw the yacht from sale during the period of this Agreement or otherwise unreasonably prevent the “Broker” from selling said yacht; the “Broker” shall nevertheless be entitled to a service commission of three percent (3%) of the listed price.

(H) This agreement shall remain in full force and effect for 12 Months from this date hereof and shall continue thereafter until either party terminates the same by written notice of the party not less than thirty (30) days prior to the date intended for termination.

(I) “Owner(s)” obligated to provide full insurance coverage on boat during brokerage period or until sale transpires.

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IN WITNESS WHEREOF, both parties have hereto placed their signatures on this agreement:

Accepted By:

DATE:

OWNER \_\_\_\_\_ and BROKER \_\_\_\_\_  
For MARTINI YACHT SALES

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: Office: \_\_\_\_\_ Residence: \_\_\_\_\_ Mobile: \_\_\_\_\_

Yacht Location: \_\_\_\_\_

Showing instructions/Key Location: \_\_\_\_\_

Documentation # \_\_\_\_\_ HULL ID # \_\_\_\_\_

Registration Numbers: \_\_\_\_\_

Lien Information:

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Account Number: \_\_\_\_\_

Approximate Payoff: \_\_\_\_\_

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