



VESSEL LISTING AGREEMENT

MEMORANDUM OF AGREEMENT made on this day:

BETWEEN: TOTAL BOAT SALES
of Outer Harbour Pwllheli (hereinafter referred to as "the broker").

AND

(hereinafter referred to as "the vendor") RELATING TO THE VESSEL:

(Hereinafter referred to as "the vessel") and of certain equipment, fixtures, fittings and gear incidental to the said vessel (hereinafter referred to as "the equipment")

WHEREBY IT IS AGREED as follows:

1. The vendor has agreed to appoint the broker for the purpose of precipitating a sale of the vessel and the equipment. In doing so the vendor hereby grants to the broker the **sole right to sell the said vessel** and its equipment for the listed price or such price as may be accepted by the vendor.
2. **The duration of this agreement** shall be until the vessel is sold or until thirty (30) days have elapsed after written notice has been received by either party of the intention of the other party to terminate this agreement. In the event that a sale is pending at the time of termination, this agreement shall be extended to complete said pending sale. The vendor agrees to pay the broker his commission if and when the boat is sold to a buyer contracted through the broker's office or his advertisements.
3. On conclusion of the sale the vendor agrees to pay the broker a sum equal to: % of the sale price with a minimum fee of £250 (or Broker returns vendor agreed sum)
4. **The vendor confirms that (he) is the owner of the vessel** and of all fittings attached thereto and of the equipment referred to in paragraph 1 hereof and (he) and the vendor warrants that no other person other than those referred to in the schedule annexed hereto has any right title or interest to or in the said vessel or the equipment. The vendor shall upon request by the broker furnish such information documentary or otherwise as the broker may reasonably require for the purposes of establishing title to the said vessel and equipment.
5. The broker, in consideration of this listing agreement, agrees to use his best endeavours to sell said vessel. This will include appropriate promotions, advertising and viewings of the vessel.

6. The vendor warrants the truth of the description set out in the specification sheet as detailed on the TOTAL BOAT SALES website and hereby agrees to indemnify and keep indemnified the broker its servants or agents against all claims of whatsoever nature howsoever arising from or any alleged misrepresentation arising from any information supplied by the vendor to the broker.
7. The vendor acknowledges that it is the broker's practise to advise intending purchasers to seek an independent survey of the vessel and the equipment at his/her own cost as a condition precedent to the completion of the sale. The vendor undertakes the responsibility to make the vessel available for such a survey by slipping the vessel, the slipway fees being payable by the vendor.
8. The vendor authorises the broker its servants or agents to board and to demonstrate the vessel and the said equipment at such times and on such occasions as the broker deems reasonably necessary for the purpose of giving effect to this agreement.
9. The vendor agrees that the broker shall not be liable to the vendor for any damage of whatsoever nature and howsoever occurring to the vessel during the course of this agreement. The vendor will maintain adequate insurance for the vessel for its full market value with a recognised insurance office. The broker's engagement and role should be noted on the policy for the duration of this agreement.
10. The vendor hereby consents to the use of his trailer for the transit of the vessel & confirms that the trailer is road worthy and compliant with road traffic regulations and safe for use on the highway. Any defects which reveal themselves before or during any transit are to be rectified and billed to the customer, who consents to such reasonable charges for parts and labour incurred and undertakes to settle such charges once debited. Whilst every attempt will be made to provide advance warnings and estimates the nature of transit means that such notice cannot always be provided.

The agreed return price of this vessel to vendor is:

Signed by the broker:	Print Name:	Date
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Signed by the vendor:	Print Name:	Date
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Email address	Phone number
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