

USED BOAT SHOW SEPTEMBER 2010

VENDOR'S

LISTING AGREEMENT



www.deaconsboatyard.co.uk



Deacons Brokerage Listing Agreement

Owners Name/s Tel. No. Home
Address Tel. No. Business
..... Fax. No.
..... Mob. No.
Post code Email Address
Yacht's exact Location ashore or afloat
Location of keys Name of Vessel
Registration status: British Registered / SSR or other Asking Price £
Tax status: VAT paid / VAT exempt /Plus VAT (please delete as appropriate)
Make of vessel Colour of hull Build Year.....

SURVEY

Is there a recent survey...Y /N.....Please supply a copy.

DIMENSIONS

Displacement Length overall (L.O.A) Waterline (L.W.L)
Beam Draft.....
Date Built..... Designer..... Builder..... Hull No.....

CONSTRUCTION (complete where appropriate)

Hull Material Steering system..... wheel..... tiller.....
Keel Type. fin /bilge /long / semi-disp. / planing..... Emergency Tiller Y..... N.....
Material of Keel: Iron/Lead/Other..... Rudder type: transom./ keel./ skeg./ .spade.....

ENGINE (S)

Engine type Fuel Cruise Speed Max. Speed
Age and Horsepower Propeller fixed/feathering/folding 2/3 blade.....
Range..... Fuel tank Capacity Fuel consumption Engine Hours.....
Propulsion type: shaft drive / stern / o/board / sail Service history
Age.....

SAIL ONLY SPARS AND RIG (sail only)

Mast Material: Rig type: sloop / cutter / ketch / other (state)
Spinnaker Pole Y / N Mainsail Furling system: Slab / In-mast / In-boom
Standing Rigging (age & condition) Genoa Roller Furling unit
Running Rigging (age & condition) No. winches

SAILS (please give material and age)

- (1) Mainsail.....
- (2) No.1 Genoa.....
- (3) No.2 Genoa.....
- (4) No.3 Genoa.....
- (5) No.4 Jib.....
- (6) Storm Jib.....
- (7) Spinnaker.....
- (8) Cruising Chute.....
- (9) Others.....
- (10).....

DECK EQUIPMENT

- Anchors No & types.....
- Windlass: Manual/Electric.....
- Chain + warp (length).....
- Fenders No..... Warps No.....
- Cockpit Cover..... Sail covers.....
- Sprayhood..... Dodgers.....
- Boarding Ladder..... Boathook.....
- Davits..... Winter Cover.....
- Dinghy..... Oars.....

NAVIGATION EQUIPMENT (Make, model & year)

- Compass(es)..... GPS.....
- VHF Radio..... Autopilot.....
- Log/Boat speed.....
- Echo Sounder.....
- Windspeed..... Wind Direction / indicator.....
- Navigation Lights.....
- Radar..... Radar Reflector.....
- Clock/Barometer..... Charts.....
- Radio/ Cassette / CD player.....

ELECTRICAL

- Voltage main..... Shore power.....

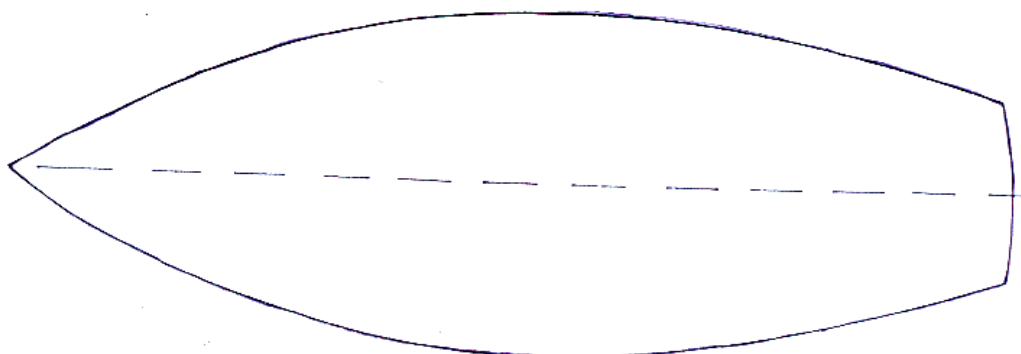
- Batteries No..... Age.....

SAFETY EQUIPMENT

- Bilge Pumps..... Searchlight.....
- Fire Extinguishers..... Life Jacket.....
- Harness..... Liferaft.....
- Date last service..... Flares.....
- Lifebuoy..... Floating Light.....
- Drogue..... Danbuoy.....
- Gas Detector..... Floating Line.....
- Foghorn..... Jackstays.....

ACCOMMODATION (please complete sketch plan)

- No. of berths..... Cabins No.....
- Headroom..... Toilets Type.....
- Showers No..... Hotwater System.....
- Pressurised Water..... Freshwater Capacity.....
- Saltwater Tap..... Refrigerator/Cool Box.....
- Stove type..... grill/oven.....
- Cabin Heating..... Sinks/Basins.....
- Crockery & Cutlery for..... people



Sails

When last cleaned?.....

Main condition.....Genoa condition.....

Jib condition.....Spinnaker condition.....

Hull condition report

Last professional survey?

Has she ever been epoxy coated?

If so when & why?

Hull above waterline

If white, is there any yellowing?.....

If coloured how badly faded?.....

Are you aware of any defects that should be declared?

Interior

Age of upholstery?

Condition of wood trim

COMMENTS (i.e. boat's history, its attributes, period owned, where cruised, reason for sale etc. and any relevant information)

**IF POSSIBLE PLEASE SEND RECENT PHOTOS OF YOUR VESSEL
THE MORE INFORMATION YOU CAN PROVIDE THE BETTER!**

DECLARATION OF OWNERSHIP / ENCUMBRANCES**THIS SECTION MUST BE COMPLETED**

1. I/We declare that to the best of my/our knowledge and belief the particulars given to DEACONS YACHT SALES and signed or supported by me/us are correct and that I/we have power to dispose of the vessel with the concurrence of any joint owner or mortgagee and all known defects have been declared and I/we understand the implications of the misrepresentation act of 1967 and agree to indemnify DEACONS YACHT SALES should any of the information given be incorrect in the event of any claim being proven by the purchaser
2. I/We certify the vessel detailed is at this date:- a. Free from all encumbrance, b. Subject to a current mortgage. c. Subject to an existing hire purchase agreement or other form of loan (Cross out applicable lines)
3. a. VAT has been paid on this vessel. SAD form (or other proof) is/is not available. b. VAT has been paid on this vessel. C. The yacht was built before 1st January 1985, she has been used as a pleasure craft since that time and has not been out of the EU (including 31st December 1992) and is exempt from Vat.

Owner's declaration

.....Date:.....

PLEASE ALSO SIGN OUR TERMS CONDITIONSwww.deaconsboatyard.co.uk**Deacons Boatyard, Bursledon Bridge, Southampton, Hants SO31 8AZ**Tel: 02380 402253 Fax: 02380 405665 Email: brokerage@deaconsboatyard.co.uk

LISTING AGREEMENT BETWEEN
THE BROKER AND THE OWNER OF A SECOND HAND YACHT
USED BOAT SHOW TERMS & CONDITIONS

Unless otherwise specially agreed, this Agreement to offer the vessel on brokerage does not replace any berthing or storage agreement, which may apply to the same vessel

1. Entry Fee

The Entry Fee for the Deacons Used Boat Show (the "Show") includes the cost of lifting the vessel ashore, scrubbing off, blocking off and storage ashore. The Entry Fee also includes the cost of re-launching the vessel, provided that this takes place on or before the two month free hardstanding period and the vessel is unsold. After the two month free hardstanding period, the Deacons Boatyard Limited brokerage hardstanding charges will apply (settlement of which will be required upon receipt of invoice) and launching will be charged at **£13.50+VAT per metre LOA**. If the re-launch has been arranged to take place on or before **the two month free hardstanding period** but is re-scheduled to take place after **the two month free hardstanding period** to suit Deacons Boatyard, there will be no charge for the shore storage, from the end of the two month free hardstanding period until the date of the re-launch and no charge for the re-launch itself (applies to vendor only). **All accounts must be settled in full before a vessel is launched.**

Please note that any temporary berthing will be charged at the standard rate.

Where space is available, Deacons may at its discretion invite you to berth the vessel in its Marina. The cost of such berthing shall be included in the Entry Fee. It should, however, be noted that the acceptance by Deacons of your application to exhibit your vessel does not of itself constitute an offer to berth your vessel in the Marina.

To enable us to present a specification and inventory, details should be provided on the brokerage listing agreement. This together with all the appropriate forms accompanying your application to exhibit the vessel must be completed, signed and returned to Deacons prior to the vessel arriving for the Show with the appropriate Entry Fee. If an Entry Fee is not paid by **the lift date** the boat will not be promoted and may be moved out of the Show area at extra cost and will not be re-launched until all charges are fully paid. Deacons reserves absolutely the right to refuse accommodation to any vessel deemed not to be in saleable or seaworthy condition. If accepted keys to the vessel must be left with Deacons Yacht Sales and whilst every reasonable effort will be made to ensure the vessel's safety when the office is open, the Owner accepts that it is not always possible for an inspection to be accompanied.

The display location to be occupied by each vessel within the Show area will be determined by Deacons in their absolute discretion and may be altered by Deacons as it sees fit. Should you wish to withdraw your vessel from the Show prior to the allocation of a display location, the Entry Fee shall be refundable in full. Should you wish to withdraw your vessel after a display location has been allocated, the Entry Fee will be refundable less a [25%] administration charge.

IF THE VESSEL IS WITHDRAWN FROM THE SHOW AFTER HAVING BEEN LIFTED ASHORE, THE ENTRY FEE WILL BE REFUNDABLE LESS A [50%] ADMINISTRATION CHARGE AND THE FULL, STANDARD LIFTING, LAUNCHING AND STORAGE CHARGES WILL APPLY. THE FULL, STANDARD CHARGES WILL ALSO APPLY TO ANY VESSEL TO WHICH THE OWNER FAILS TO PROVIDE DEACONS WITH THE KEYS.

Due to the added number of boats during the Show and their proximity, should it be necessary to move boats to gain access to your boat, these moves may be charged at **£9.50+VAT per metre LOA**.

The current edition of the BMF Terms of Business as displayed in Deacon's premises are incorporated into the agreement between you and Deacons in relation to the exhibition of your vessel at the Show.

2. Insurance

Your vessel must be insured at the date you apply to exhibit it at the Show and must remain insured for the duration of the Show and while the vessel is on brokerage with Deacons and will remain insured until acceptance by the purchaser and such insurance shall cover all viewing and sale arrangements including slipping for survey and sea trials. Boats are exhibited at owner's risk and Deacons will not be responsible for loss of, or damage to any vessel or item associated therewith. Your insurance policy must include a Third Party Indemnity of not less than £1,000,000 for any one incident.

3. Security

Deacons recommend that all hand held electronics and other easily removable items of value are removed from your vessel for the duration of the Show. Boats on road trailers must be locked and kept secure whilst on display. All items remaining on vessel or trailer at Deacons are left at owner's risk.

4. Attendance on vessels

You are welcome to attend during the Show but you must not display any private "For Sale" banners in relation to your vessel. You should advise Deacons of the days in which you intend to attend the Show.

5. Vessel Cleaning

You are responsible for the presentation and cleanliness of your vessel until sold. Deacons may be able to provide a valeting service, at additional cost, should you require it.

Please be aware of our attached presentation check list and that issues shown there must be addressed in order for the boat to be listed.

6. Period after Show

If your vessel is unsold within the two month free hardstanding period and you wish to remove it from Deacons' premises, please advise Deacons in writing and fix a date for re-launch before **the end of the two month free hardstanding period**. If you wish Deacons to continue to advertise your vessel for sale following the two month free hardstanding period, you must sign the Deacons' standard listing agreement and our standard terms and conditions contained therein apply.

7. Maintenance Works

Neither you nor any third party may carry out any works in relation to the vessel during the Show's opening hours.

8. Brokerage Commission

For the duration of the Show, Deacons will act as exclusive brokers and you may not appoint another broker to advertise your vessel for sale. Should your vessel be sold during or as a result of the Show, Deacons will charge a preferential rate of commission of **6% + VAT, minimum £1000 inc VAT**. THESE RATES SUPERSEDE ANY RATES CONTAINED IN ANY SEPARATE LISTING AGREEMENT BETWEEN YOU AND DEACONS.

Deacons' standard rates of commission as set out in Deacons' standard listing agreement will apply at other times. VAT and any other statutory taxes will be added at the rate ruling at the tax point.

9. Brokerage commission and rates of the same

(a) If the broker shall introduce a prospective purchaser for the vessel and a sale is completed to such purchaser, the Owner agrees to pay commission on the eventual selling price at the rates shown herein.

(b) If the broker shall introduce a prospective purchaser for the vessel, the Broker shall be entitled to half commission on the agreed selling price **(i)** where a purchaser defaults after agreement and his deposit is forfeit and **(ii)** where a sale falls through after survey and

the purchaser has not rejected the vessel and the Owner is unwilling to make allowance for material defects (unless such unwillingness has been stated in writing).

10. Retention by Broker of commission & outstanding charges

On completion the Broker may deduct commission and VAT thereon from the proceeds of sale, together with any monies due to other parties. When the Broker is entitled to half commission in accordance with clause **9(b)** the broker may deduct commission and VAT thereon from a deposit forfeited by the purchaser.

11. Proceeds of sale to be dealt with by Broker in a proper manner

The Broker shall hold any deposit or purchase funds in an account designated "Client Account" and shall distribute the net proceeds of sale in accordance with the registered ownership of the vessel or as directed by all the parties to ownership, **within 10 working days of the clearance date of the final payment** and provision by the Owner of a properly executed Bill of Sale in favour of the purchaser or his nominee, showing the vessel to be free of encumbrances and where applicable, on transfer of clear title, which ever is the later.

12. Notification of alterations to price, specification or withdrawal from sale

Where the Broker is acting for the Owner as an Agent, the Owner agrees to advise the Broker of any change in asking price or specification of the vessel and undertakes immediately to notify the Broker if the boat is withdrawn.

13. Declaration of correctness of particulars by the owner

The Owner hereby instructs the Broker to act as Agent for the sale of the above vessel and by applying to exhibit his vessel at the Show, declares that to the best of his knowledge and belief the particulars attached here to, or otherwise signed or supplied by the Owner are correct and that he has power to dispose of the above mentioned vessel with the concurrence of any joint Owner, Mortgagee or Hire Purchase Company as may be mentioned above and all known defects have been declared and agrees to indemnify the Broker should any of the information given prove to be incorrect in the event of any claim being proved by a purchaser.

All marine mortgages, financing, registration and yacht syndicate agreements must be declared on the brokerage listing agreement. Any vessel originating from outside the European Union must be clearly stated and the VAT status declared on the brokerage listing agreement.

14. Presentation check list. Please be aware of this and that issues shown there must be addressed in order for the boat to be listed.

15. Previous Documentation. Copies of all previous documentation relating to the boats ownership must be left with the office.

Brokerage commission during the used boat show will be payable at the following rates: -
6% ON THE SALE OF A VESSEL+ VAT, (MINIMUM BROKERAGE FEE £1000 inc vat.)
This applies to deposits paid within the two months free hardstanding period.

Standard Rate of 8% and Standard Boatyard Charges apply after the two month free hardstanding period.

**THIS FORM MUST BE SIGNED BY THE OWNER BEFORE DETAILS CAN BE DISTRIBUTED OR ADVERTISED
I HAVE READ AND AGREE TO THE ABOVE AND I HAVE PAID THE ENTRY FEE**

Signature.....

Date.....

Please tick paper work enclosed:-

Previous Bills of Sale

Other proof of ownership

Original VAT invoice

Service history

DEACONS USED BOAT SHOW

10th to 19th September 2010

ENTRIES ACCEPTED NOW
TWO MONTHS FREE HARDSTANDING

Entry fee – Prices inc.VAT

BOATS under 9 m	£180
BOATS 9 m to 11m	£225
BOATS 11m to 13m	£250
TRAILER BOATS	£100

Fee includes:

Catalogue listing
Lift out
Scrub off
Block off
Free hard standing for two months
Free Re-launch (applies to vendor only)

Reduced Brokerage fee of **6% + VAT** for boats sold or deposits received from within the two months free hardstanding period

Minimum Brokerage fee £1000 inc VAT.

Terms and conditions apply.

www.usedboatshow.co.uk
www.deaconsboatyard.co.uk

Tear along dotted line

SECTION TO BE RETURNED

Name: _____ Boat Name: _____

Address: _____ Postcode: _____

Please state when boat is to arrive for show Date: _____

METHOD OF PAYMENT

I am paying by cheque and enclose £_____ made payable to Deacons Boatyard Ltd

Or

I am paying by credit card / debit card Card No. _____/_____/_____/_____

Expiry date: ___/___ Visa / Mastercard / Switch / Solo 3 Digit Security Code: _____

I authorise the amount of £_____ to be debited from my account / card

Signed: _____ Date: _____

PRESENTATION CHECK LIST FOR NEW BROKERAGE LISTINGS.

COPIES OF ALL PREVIOUS DOCUMENTATION AND BOAT HISTORY PRESENTED TO OFFICE?
(Bills of Sale; Proof of vat paid, Builders certificate, receipts for work, etc.)

THESE ARE ABSOLUTELY VITAL FOR A SALE TO PROCEED! - if in doubt please ask.

ANTIFOULED?

HULL CUT AND POLISHED?

DECKS
CLEANED?

RUNNING RIGGING
CLEAN?

PERSONAL POSSESSIONS
REMOVED?

INTERIOR CLEANED AND TIDIED?

INTERIOR DRY?

ENGINE PRESENTABLE?

BILGES PRESENTABLE?

HEADS PRESENTABLE AND ODOURLESS?

RECENT SURVEY AVAILABLE IN BROKERAGE OFFICE?

AWNINGS AND SAIL COVERS PRESENTABLE?

COOKER AND SINK
CLEAN?

Please Note:

***These items must be addressed in order for the boat to be listed
and displayed!***

*If you need us to make any suggestions or please don't hesitate in asking.
We can supply quotes or recommend contractors to help with any of these.
Many Thanks.*

Boat Name:

Signature:



DEACONS GUIDE TO BUYING AND SELLING

Here are a few simple tips to guide you through the paperwork and procedures:

STEP 1: Inspection. Buyer inspects the boat, considers inventory and decides in principle whether she is the right craft. Buyer determines how much to offer, based on the asking price indicated by the vendor and any perception of the market value

STEP 2: Buyer contacts us to submit an offer for the boat, which would generally have one or two conditions attached, such as:

- subject to structural survey
- subject to engineering check, or
- (if you do not want a survey), "as is, where is".
- Deacons will contact vendor.

Deacons will then contact vendor.

STEP 3: Sale and Purchase Agreement (contract) to be signed by both buyer and seller. Buyer pays 10% returnable deposit. NB. Deposit payments made by credit card usually incur a surcharge of 2% of the transaction amount. The deposit is payable to "Deacons Boatyard Client Account" and will be held in a separate client account. Incidentally, if the boat is being bought unconditionally ie "as is, where is"), the 10% is not a "deposit", but represents the first stage payment.

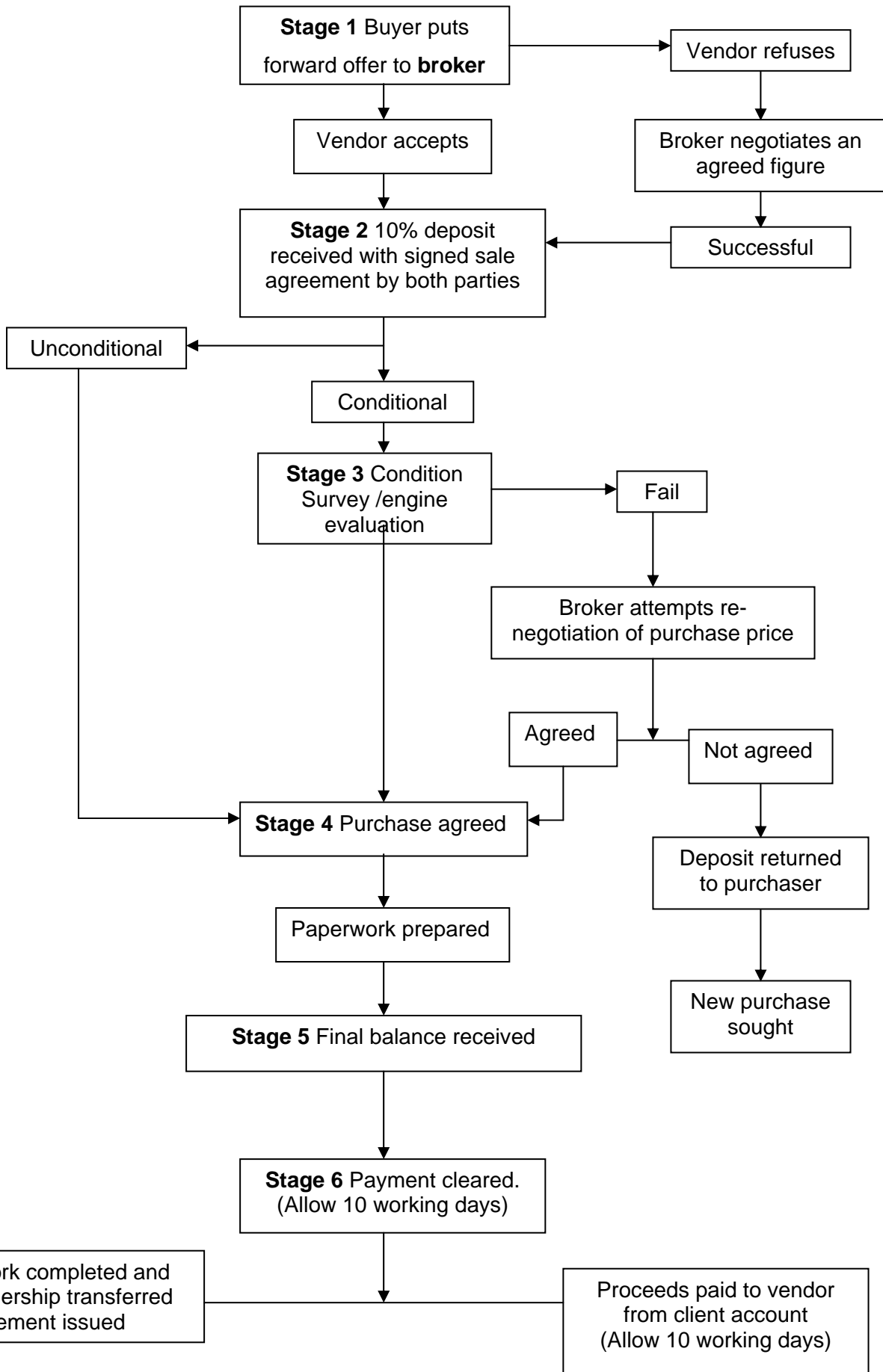
Boat is officially withdrawn from the market.

STEP 4: Buyer to instruct Surveyor of his choice. If the vessel is afloat, you will be responsible for all slipping charges. Depending upon the location, you may have to organise the lift out but Deacons will always try to assist with arrangements. You will normally have fourteen days to arrange the survey and a further seven days to report on any findings otherwise it is assumed you are proceeding with purchase.

- STEP 5:** Your Surveyor is your 'confidante' and you should listen to his advice. However, defects written into a Surveyor's report invariably sound much worse than they really are and you must try to differentiate between serious defects and 'fair wear and tear'. Remember you are buying a second-hand boat, not a new one and the selling price should reflect this.
- STEP 6:** In the event of a serious defect(s) being found (i.e. structural issues) – buyer either rejects boat if sufficiently serious or re-negotiates the price through the broker making due allowance for any betterment caused by the repair of such defect. In the case of rejection, the deposit will be returned to you forthwith less any boatyard costs.
- STEP 7:** From the time of survey to completion, the duration can be quite short or sometimes up to fourteen days from date of survey. This is "estimating" and "thinking" time, and negotiation if necessary. A longer period can be mutually agreed if required. 'ACCEPTANCE' takes place after the specified number of days after the survey or upon a mutual agreement on a reduction in the purchase price. **PLEASE NOTE:** It is at this point that you become responsible for the boat for insurance.
- STEP 8:** Buyer to supply broker with their full names, addresses, occupations for the purpose of the transfer of ownership, and arranges the payment of the purchase money to the broker.
- STEP 9:** Broker to take every reasonable step to establish clear title and to ensure that he has in his possession the transfer documents in favour of the new owner. There is a small charge on British Registered boats to cover the M.C.A.'s search fee, which is to the owner's account. The cost of Transfer of Ownership to British Registry/SSR is down to the buyer.
- STEP 10:** Buyer tenders the balance to the broker against possession of the boat and transfer documents. NB: Allow 10 working days for this to clear. **NOTE:** If you wish to take over the boat the same day, please ensure that the payment is by bank draft, same day transfer or debit card, obviating the need to clear cheques etc.
Vendor is paid for vessel less any outstanding fees or charges within 10 working days of balance cleared.

This is just a simple Guide and does not form part of any contract.

THE BOAT BUYING PROCESS EXPLAINED



BUYING YOUR FIRST BOAT

If you are buying your first boat, you will be keen to get out on the water. However, there are some procedures which you should be aware of when setting off from Deacons berths.

You will need to insure your boat from the completion date of the purchase.

Most marinas and boatyards will insist that your boat is covered with a minimum of third party cover.

Ready to launch the boat?

Once you have anti-fouled the hull, replaced anodes and carried out any recommendations in the survey, your boat will be ready to launch. Prior to launching, ensure that the fenders and warps are ready for the boat to be tied alongside. Remember as with many boatyards and marinas, Deacons can only launch a boat near high water which gives a window of approximately two hours. In the Spring and Autumn, demand for lift and launch is at a premium and we recommend you give a weeks notice. Please note you cannot give instructions to launch until you have paid for the boat in full, which means receipt of cleared funds. Also you will be required to pay for the launch before the boat goes in the water.

Next step

We will ask you to complete a launch form which gives the yard foreman information on your boats length, draft and keel, (or with a motor boat, whether it has an outboard or out drive leg) in order to plan the boat launch time.

Berthing

If you have a berth at Deacons, on the form you can request that the boat is towed to its allocated berth. You should state if you will require a temporary berth. Normally these need to be booked in advance. You do not need to be in attendance when the boat is launched. If you wish to be present for launching, please do not distract the tractor driver or the crane operative during operation or machinery. No access is allowed on the Crane Jetty without permission of the Foreman or Yard Manager.

Sailing off from Deacons for the first time

Your new boat will normally be on an alongside pontoon facing with or against the tide, depending on the state of the tide. In an alongside berth, if your boat is facing with the tide, where the tide may be running at up to 3 knots, it is extremely unwise to attempt to set off. You should wait until the tide is slack after first ensuring that the necessary checks have been carried out, i.e. seacocks opened, bilge pumps working, engine started, warmed up and tested in gear.

Happy Sailing !