

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 **£14.50+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 whilst ashore. 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, 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. Should the vessel be sold by another broker/brokerage

Deacons reserves the right to charge the difference between the discounted Used Boat Show entry fee and the Standard Boatyard charges, backdated to the date the vessel arrived in Deacons brokerage.

12. Period of Agreement.

Without prejudice to the subsisting rights of the Broker or Owner under this Agreement either party may terminate this Agreement on giving 14 days notice in writing to the other. The Broker also reserves the right to request that a boat be removed from its premises if for any reason it is felt that we are no longer able to provide a brokerage service.

13. 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.

14. 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.

15. 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.

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

17. 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 month free hardstanding period.

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