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BROKERAGE LISTING AGREEMENT

Boat Listing ID# (Office use): \_\_\_\_\_

Manufacturer/Builder: \_\_\_\_\_

Series/Model: \_\_\_\_\_

Length: \_\_\_\_\_ Year: \_\_\_\_\_

Price / Currency: \_\_\_\_\_ Boat Location: \_\_\_\_\_

City Country

Please check only one type:

- Sail: Racer, Cruiser, etc. Power: Motoryacht, Pilothouse, etc. Fuel: Diesel, Gas. Hull Material: Fiberglass, Steel, etc. Engine: Single, Twin, etc.

Description of Boat:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Vendor Details

All Owners Full Names : \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Home Telephone : \_\_\_\_\_ Daytime Telephone : \_\_\_\_\_

Mobile Telephone : \_\_\_\_\_ Email Address : \_\_\_\_\_



IRELANDS No 1 BOAT DEALER REPRESENTING





**PLEASE ENSURE THIS IS COMPLETED**  
**DECLARATION FOR BROKERAGE SALE OF A BOAT**

I/We, \_\_\_\_\_  
(full names of all owner/s)

in respect of the boat as described in this document \_\_\_\_\_

confirm that we will be handing over the boat and equipment as per the enclosed specification details and that all is in working order (unless specified in writing otherwise).

The above described vessel is free of all loans, mortgages & encumbrances.  
If this is not the case, please state details of any Finance on the boat here:

.....  
.....

VAT has/has not been paid and has/has not been claimed back on the boat.  
Payment for the boat was made by: Cash / Cheque / Banker's Draft / Finance or Loan.  
(Delete as necessary)

To the best of our knowledge, there have been \_\_\_\_\_ previous owners. I/We have owned the boat \_\_\_\_\_ for years.

I / We are in a position to hand over the following documents to prove title to the vessel and the VAT status at the time of eventual completion of a sale.

**IF THE VESSEL IS IRISH REGISTERED**

- Irish Certificate of Registration Document
- Builders Certificate (if you hold one)
- Complete chain of Bills of Sale

**IF REGISTERED IN COUNTRY OTHER THAN IRELAND**

- Certificate of Registration Document
- Bills of Sale

**IF THE VESSEL IS NOT IRISH REGISTERED**

- Builders Certificate
- Complete chain of Bills of Sale
- Registration Documentation

- 1) **VAT or the European equivalent has been paid and has not been claimed back - I have the original VAT invoice to pass on or Customs & Excise cover letter.**
- 2) **VAT or the European equivalent has been paid and re-claimed on this vessel - I will be able to raise a VAT invoice to the new owner**
- 3) **VAT or the European equivalent has not been paid on this vessel - I enclose the original EX VAT Invoice. VAT has not been paid because \_\_\_\_\_**

The boat complies with the Recreational Craft Directive (16 June 1998) or qualifies for exemption from the Directive. Yes / No

Signed \_\_\_\_\_ Owner / Owners.

**Please turn over, read the conditions and sign the bottom of the page where indicated.**

The Owner is/is not (*delete as appropriate*) selling in the course of a business. V.A.T. is/is not\* (*delete as appropriate*) chargeable on the selling price.

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

The Owner will accept that the Broker must qualify any particulars with the following disclaimer:

"In this case we are acting as Brokers only. The Vendor is/is not\* (*delete as appropriate*) selling in the course of a business. Whilst every care has been taken in their preparation, the correctness of these particulars is not guaranteed. The particulars are intended only as a guide and they do not constitute a term of any contract. A prospective buyer is strongly advised to check the particulars and where appropriate at his own expense to employ a qualified Marine Surveyor to carry out a survey and/or to have an engine trial conducted which if conducted by us shall not imply any liability for such engine on our part."

2. 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 below. This commission shall be payable whether the sale occurs during the term of this agreement or at any later time.
3. On completion the Broker may deduct commission and V.A.T. thereon from the proceeds of sale, together with any monies due to other parties.
4. 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 seven days of clearance of the final payment, or provision by the Owner of the Certificate of Registry, and 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, whichever is the later.
5. The Owner agrees to advise the Broker of any change in the asking price or location of the vessel and will not be offered at a lower price elsewhere and also undertakes immediately to notify the Broker if the boat is withdrawn, or sold elsewhere, and in the latter case, to advise the Broker of the name of the purchaser. The Owner shall notify the Broker of the names of other brokers instructed at any time.
6. The owner confirms that the vessel is insured, and will remain insured until acceptance by a purchaser, and such insurance shall cover all viewing and sale arrangements, including slipping for survey, and sea trials. The Owner shall be responsible for all cleaning, maintenance, berthing, storage and security of the vessel until sold.

7. The Owner will instruct in writing in the form of a standard access to view form provided by the Broker, the proprietor of the mooring or marina where the vessel lies, to allow access by the Broker, and shall make a key available to the proprietor for this purpose at all times.
8. The Broker undertakes to submit to the Owner all offers received for the vessel, regardless of whether such offer shall be at the asking price or at a level known by the Broker to be unacceptable to the Owner.
9. Without prejudice to the subsisting rights of the Broker, or Owner under this agreement, either party may terminate this agreement on giving 28 days' notice in writing at any time to the other.
10. (a) This agreement shall terminate if either party goes bankrupt or enters into liquidation whether compulsory or voluntary or compounds with his/its creditors or takes or suffers any similar action in consequence of debt.  
  
(b) Either party may terminate this agreement forthwith by notice in writing to the other if the other party commits a breach of any term of this agreement.
11. The word "Owner" shall include joint owners and any person acting with the written authority of the Owner or part Owners of a yacht or vessel giving Instructions for sale, and the word "Broker" shall include any person or firm being a member of the Association of Brokers & Yacht Agents, Yacht Brokers Designers & Surveyors Association, Irish Marine Federation receiving instructions for sale.
12. The Owner declares that this yacht is offered free of all import duties and other IRISH, UK, EEC or foreign imposts in respect of which the Owner agrees to indemnify the Broker.
13. This Agreement shall be construed according to and governed by the law of Ireland (or of England, Scotland & Wales if the Owner's address shall be in that country) and the parties hereby submit to the jurisdiction of the Courts of the same countries.
14. Subject to express agreement to the contrary, all instructions written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction and all notices to be served on the Owner shall be sufficiently served if the same be posted by recorded delivery post to the Owner's last known address.

COMMISSION RATES CHARGE ON BOATS SOLD  
8% + VAT  
(Subject to a minimum of €1500)

**Signature of Owner**

.....  
(Authorised Signatory in case of a company)

For (stamp of broker company or firm)

(Authorised Signatory)

Date .....