



1201 Neuse Drive, Oriental, NC 28571 252-249-0090 Fax 252-249-089
Brokers: Mike Trogdon Mike Draughan Jack Coulter

I, _____, hereby appoint **Deaton Yacht Sales** as **Central Agent** to manage the sale of my (Year) _____ (Mfg) _____ named _____.
Boat is located at _____, Slip # _____.

The **asking price** for the YACHT and all included equipment described on the attached inventory listing is \$ _____. It is understood that the OWNER may elect to reduce the asking price or to accept a lower offer.

DEATON YACHT SALES agrees:

- To utilize its best efforts, on behalf of the OWNER, to find a purchaser for the YACHT, and to negotiate the terms and price favorable and acceptable to the OWNER.
- To develop and distribute sales information describing the YACHT, and to advertise and show the YACHT.
- To present all *bona fide* purchase offers to the OWNER in accordance with his instructions.

OWNER agrees:

- To notify all prospective purchasers and brokers who contact the OWNER directly that the sale of the YACHT is being handled through Deaton Yacht Sales.
- To inform immediately Deaton Yacht Sales of any changes in equipment, condition, and location of the YACHT and continue to maintain the YACHT in marketable condition.
- To pay Deaton Yacht Sales a brokerage sales commission of 10% of the selling price (or \$2,000, whichever is greater) when the YACHT is sold through Deaton Yacht Sales or if privately sold within a year of the termination of this agreement to a purchaser introduced to the YACHT through Deaton Yacht Sales.
- To allow Deaton Yacht Sales staff to board and show the boat in its usual slip or any other location(s) where it may be from time to time and to provide insurance on said vessel and to hold harmless the broker during the term of this agreement and any required (including sea trials) movement of said vessel.
- To provide proof of ownership, clear title and documents necessary for transfer on or before closing.

If a purchase deposit made on a sales contract is forfeited by the BUYER, the OWNER and Deaton Yacht Sales shall divide the retained deposit equally as liquidated damages.

The brokerage agreement shall be for a minimum of (6) months, after which, it may be cancelled by either party with 60 days written notice.

SIGNED: _____, Owner **DATE:** _____

ADDRESS: _____ **KEY / COMBO:** _____

_____ **TELEPHONE:** _____

For **DEATON YACHT SALES:** _____ **DATE:** _____

BROKER'S SUGGESTED LISTING PRICE: