



**VESSEL PURCHASE AND SALES AGREEMENT**  
CALIFORNIA YACHT BROKERS' ASSOCIATION

(HEREINAFTER THE "AGREEMENT") IS BY AND BETWEEN BUYER AND SELLER AS FOLLOWS:

NAME(S) OF BUYER(S):	NAME(S) OF SELLER(S):
ADDRESS:	ADDRESS:
EMAIL:	EMAIL:
TELEPHONE:	TELEPHONE:
CITIZENSHIP:	CITIZENSHIP:
(HEREINAFTER REFERRED TO AS "BUYER")	(HEREINAFTER REFERRED TO AS "SELLER")

**BUYERS OFFER TO PURCHASE:** SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, BUYER OFFERS TO PURCHASE ALL RIGHTS, TITLE AND INTEREST IN AND TO THE FOLLOWING VESSEL, TOGETHER WITH ALL GEAR, MACHINERY, EQUIPMENT, FURNISHINGS, APPURTENANCES AND OTHER ARTICLES ABOARD AND ASHORE, ALL AS LISTED ON THE SELLER'S SPECIFIC SHEET, IF ANY (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "VESSEL")

NAME OF VESSEL:	WHERE BUILT: (Check One) USA <input type="checkbox"/> FOREIGN <input type="checkbox"/>
MAKE & TYPE	FLAG:
HOME PORT (Documented Vessel):	OFFICIAL NO. (Documented Vessel) / STATE REGISTRATION NO.:
	HULL NO.:

<p>1. <b>Purchase Price</b> The Purchase Price of the VESSEL shall be _____ (\$ _____) gross cash. BUYER has delivered the sum of _____ (\$ _____) in the form of BUYER'S check <input type="checkbox"/> cash <input type="checkbox"/> Other <input type="checkbox"/> _____ as a deposit to be held in the trust account of: _____ (Hereinafter referred to as "BROKER") upon SELLER's Acceptance of BUYER's Offer to Purchase, subject to the terms and conditions of the Agreement.</p> <p>2. <b>Deadline for Acceptance of Offer</b> When BUYER's Offer to Purchase is signed by BUYER, and delivered to BROKER, it is an offer to purchase the VESSEL on the terms and conditions of this Agreement. Unless SELLER signs SELLER's Acceptance of BUYER's Offer to Purchase and BROKER actually receives the same by courier, facsimile our U.S. Mail on or before _____. BUYER's Offer to Purchase shall be deemed revoked, and the full deposit shall be promptly returned to BUYER.</p> <p>3. <b>Introduction of VESSEL</b> Buyer hereby acknowledges and agrees that BROKER introduced the VESSEL to BUYER or that BROKER is procuring cause of the sale of the VESSEL.</p> <p>4. <b>Sale Subject to Demonstration and Survey</b> Sale of the VESSEL is subject to demonstration and survey, which SELLER hereby authorizes, all to the complete satisfaction of the BUYER. BUYER shall complete any demonstration and survey no later than _____ days, after the date of SELLER's Acceptance of BUYER's Offer to Purchase.</p> <p>5. <b>Demonstration</b> Demonstration of the VESSEL shall be at SELLER'S expense. SELLER shall be deemed to be in sole possession and control of the VESSEL throughout any demonstration except while BUYER is physically operating the VESSEL, at which time SELLER and BUYER shall jointly be deemed to be in possession and control of the VESSEL. BROKER shall not be deemed to be in possession or control of the VESSEL at any time, even though BROKER may attend or assist in demonstration of the VESSEL</p>	<p>6. <b>SELLER'S Expenses</b> SELLER shall be deemed to be in sole possession and control of the VESSEL throughout any demonstration except while BUYER is physically operating the VESSEL, at which time SELLER and BUYER shall jointly be deemed to be in possession and control of VESSEL. BROKER shall not be deemed to be in possession or control of the VESSEL at any time, even though BROKER may attend or assist in demonstration of the VESSEL.</p> <p>7. <b>Survey</b> SELLER and BROKER recommend that the BUYER have the VESSEL surveyed as to the value and condition. BUYER shall pay the cost of any surveys, haul out and all work authorized by BUYER. Any selected, employed and surveyors shall be instructed solely by BUYER and not by SELLER or BROKER. BROKER is not responsible for any errors or omissions of any surveyors, even though BROKER may have suggested, recommended or engaged them or those hauling out or working on the VESSEL. BUYER hereby authorizes and directs the release of a copy of all survey reports, photos and related documents to BROKER at BUYER's expense.</p> <p>8. <b>Release from Demonstration and Survey Injuries and Damages</b> BUYER and SELLER acknowledge and agree that pleasure boating involves an element of risk. Therefore, BUYER and SELLER and each of them agree to release and hold harmless BROKER, the VESSEL and each other of and from any and all actions, claims, demands and liabilities, including reasonable attorneys' fees and costs, that they, their heirs, distributors, survivors, guardians, legal representatives, successors, assigns, guests, employees, agents, surveyors or contractors may now or hereafter have for injury, death or damage arising directly or indirectly from boarding demonstration, inspection or survey of the VESSEL, howsoever caused, including, without limitation, that caused by the negligence of other acts of omissions of each other, or BROKER, or of any employee, agent, surveyor or contractor of any of them.</p> <p><b>NOTICE:</b> BY INITIALIZING IN THE SPACE BELOW YOU ARE GRANTING A RELEASE FROM INJURIES AND DAMAGES FROM BOARDING, DEMONSTRATION, INSPECTION OR SURVEY OF THE VESSEL. "WE INITIAL THE SPACES, HAVING READ AND UNDERSTOOD THE FOREGOING, AND AGREE TO GRANT THIS RELEASE."</p>
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9. **Deadline for BUYER's Final Acceptance** Not later than \_\_\_days after the date of SELLER's Acceptance of Buyer's Offer to Purchase, SELLER shall complete all work on the VESSEL which SELLER has agreed to complete before BUYER's Final Acceptance and BUYER shall sign BUYER's Final Acceptance of the VESSEL under paragraph 8 above.
10. **Deadline for BUYER'S Rejection of Vessel** Any rejection of the VESSEL must be in writing and actually received by BROKER by courier, facsimile, or U.S. Mail within the time allowed for BUYER's Final Acceptance. Unless such rejection is received within such time, it shall be conclusively presumed that (a) demonstration and survey have been accepted, (b) BUYER is satisfied that the VESSEL is in satisfactory condition and (c) BUYER has been deemed to execute and deliver BUYER's Final Acceptance of the VESSEL under paragraph 8 above.
11. **Deadline for Payment of Balance** BROKER shall deliver the balance of the purchase price not later than \_\_\_\_days after the date of BUYER's Final Acceptance of VESSEL.
12. **Deposit returned from BUYERS Rejection of VESSEL** If BUYER timely rejects the VESSEL in accordance with this Agreement. BROKER shall return the deposit to BUYER after deducting and paying from BUYER, all expenses incurred by BUYER against the VESSEL at which time the Agreement shall terminate except as to rights arising before that time.
13. **Date of Sale** The term "Date of Sale" under this Agreement means the date by which (a) BUYER's total funds (the deposit and the balance of the purchase price and any additional amounts owed under this Agreement) have been paid, (b) BROKER is in a position to deliver the funds in its trust account, less brokerage fees and other applicable fees, taxes and charges, including without limitation, those described in paragraph 15 and 21, to SELLER (c) All necessary and appropriate documents have been duly executed, delivered, and taken effect including without limitation all documents needed to transfer title and deliver the VESSEL to BUYER and (d) SELLER has caused the VESSEL to be delivered to BUYER at the location specified in paragraph 14. Upon request BROKER shall advise the parties of the Date of Sale.
14. **Risk of Loss Prior to Sale** The risk of loss, damage or destruction of Vessel shall be borne by SELLER until, but not including the Date of Sale, from which time such risk shall be borne by BUYER.
15. **Vesting of Title and Possession upon Sale** Possession of and title to the VESSEL shall remain with SELLER until the Date of Sale. On the Date of Sale title and possession shall vest in BUYER at:  
  
Location \_\_\_\_\_  
City State \_\_\_\_\_  
County \_\_\_\_\_
16. **Nature of Title Furnished** SELLER shall furnish BUYER title to and possession of the VESSEL free and clear of all claims, liens and Encumbrances of any kind. Seller shall discharge and BROKER is authorized to pay out of the purchase price funds held by BROKER all liens, mortgages and bills of every kind against the VESSEL, including without limitation any which may be incurred before the Date of Sale, except those which BUYER has expressly agreed in writing to pay.

**VESSEL SOLD "AS IS", EXCEPT AS OTHERWISE STATED IN PARAGRAPH 15 AND 20. THE VESSEL IS SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS". NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), IS MADE BY SELLER BROKER. THE ENTIRE RISK AS TO THE CONDITION, VALUE AND PERFORMANCE OF THE VESSEL IS WITH THE BUYER, AND SHOULD THE VESSEL PROVE DEFECTIVE OR DEFICIENT, BUYER, NOT SELLER OR BROKER, ASSUMES RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIRS, OR REPLACEMENTS.**

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING THAT THE VESSEL IS PURCHASED AND SOLD "AS IS", WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED AS STATED ABOVE. "WE INITIAL THE SPACES BELOW, HAVING READ AND UNDERSTOOD THE FOREGOING AND AGREE TO ITS PROVISIONS.**

Initials: BUYER \_\_\_\_\_ SELLER \_\_\_\_\_

18. **SELLERS Specification Sheet** SELLER represents that to the best of SELLER's knowledge and belief formed after reasonable inquiry the information contained in the SELLER's Specification Sheet, if any which is incorporated herein by the reference accurately describes the VESSEL, it's gear, machinery, equipment, furnishings and other articles aboard and ashore as of the date thereof, as well as on the date of SELLER's Acceptance of BUYER's Offer to Purchase. BUYER represents and warrants that BUYER has had, or will have had prior to BUYER's Final Acceptance, sufficient opportunity to survey the VESSEL, and to read SELLER's SPECIFICATION SHEET and to receive answers to all questions about the VESSEL to BUYER's complete satisfaction.
19. **No Warranty as to Information Concerning the VESSEL** While SELLER represents that all information concerning the VESSEL provided by SELLER is believed to be correct, neither SELLER nor BROKER guarantees or warrants the accuracy of this information.
20. **BUYER Agreement to Inspect VESSEL** BUYER independently and through BUYER's surveyors agrees to verify specifications, condition, value and all other matters pertaining to the VESSEL. BUYER acknowledges and agrees that BUYER relied solely upon BUYER's own surveyors in purchasing the VESSEL, not upon any representations of SELLER or BROKER. BROKER shall be under no obligation to inspect the VESSEL or to verify any facts pertaining to the VESSEL, nor shall BROKER have any liability if BROKER does so.
21. **Limited Warranty of SELLER** Although the VESSEL is sold "as Is", "Where is", and "with all faults", SELLER warrants that on the Date of Sale the VESSEL shall be in substantially the same condition agreed survey items and ordinary wear and tear excepted as on the date of SELLERS Acceptance of BUYER's Offer to Purchase. BUYER agrees to notify SELLER in writing not later than 30 days after the Date of Sale of any claim for breach pf any warranty under this Agreement, or such claim shall be deemed waived.

22. **Taxes** Should sales tax, use tax or other transaction tax be imposed on this transaction, BUYER shall timely pay such tax in full. SELLER shall pay in full any and all personal property taxes and penalties, except taxes for the most recently assessed year, which shall be prorated so that SELLER shall pay the portion from the date of assessment up until but not including the Date of Sale and BUYER shall pay the balance. Seller and BUYER hereby authorize BROKER to collect and disburse funds in accordance with this paragraph.

23. **Damages Upon Breach**

a) **By BUYER** If BUYER has accepted or is deemed to have accepted the vessel, and falls within the time allowed by this Agreement to pay the balance to execute and deliver any and all documents required by this Agreement, BUYER's deposit shall be retained by SELLER liquidated damages in lieu of actual damages for BUYER's breach of this Agreement and the parties shall be relieved of all further obligations under this Agreement to purchase or sell the VESSEL. The parties acknowledge and agree that upon breach of this Agreement by to be impractical or extremely difficult to fix Seller's actual damages and that said deposit is a reasonable sum, considering all the circumstances existing at the time of this Agreement, including the relationship of the sum to the range of harm that reasonably could be anticipated and the anticipation that proof of actual damages could be costly or inconsistent. Accordingly, in the event of such a breach by BUYER, BROKER shall apply and deposit as follows: First, to the actual expenses and costs incurred or paid by BROKER in attempting to complete the transaction (including without limitation, costs of advertising, communications, travel and similar out-of-pocket items); second unpaid expenses and costs incurred by BUYER against the VESSEL (including without limitation, any unpaid costs of haul out, Surveys and work performed); and third, if any balance remains to BROKER and SELLER as compensation in equal amounts. If BUYER has made no such deposit, BUYER shall promptly pay BROKER the expenses and costs described first and second above, and BROKER shall apply said payment appropriately.

b) **By SELLER** In the event of any breach on the part of SELLER which results in the failure or the non-performance of this Agreement, SELLER shall promptly reimburse BUYER for BUYER's reasonable expenses including without limitation costs of haul out, surveys and any work performed together with all other losses to BUYER directly resulting from such breach that were reasonably foreseeable to SELLER at the time of SELLER's Acceptance of BUYER's offer to purchase. SELLER shall also be liable to BROKER for the full amount of BROKERS' commissions provided by their listing Agreement. SELLER hereby grants BROKER possessory lieu on the VESSEL for BROKER's commission and any advances as well as security interest enforceable under state law, or if the VESSEL, is federally documented, a preferred mortgage under Chapter 313 of the Title 46 of the U.S. Code. SELLER hereby irrevocably appoints BROKER as attorney-in-fact for the purpose of executing, perfecting and enforcing such security interest or preferred mortgage.

24. **Arbitration of Disputes** Any claim or controversy arising out of or relating to this Agreement or the interpretation, performance, or breach thereof shall be decided by binding arbitration in accordance with the Arbitration Rules of the California Yacht Brokers Association provided in the California Yacht BROKERS Association Arbitration Procedures Manual in effect on the date that arbitration is requested. Manuals and fee schedules are available upon request from the California Yacht Brokers Association. The arbitration shall be conducted in the county in which Broker's place of business that was involved in this transaction is located. Final judgment upon any award rendered by the Arbitrator(s) may be entered and enforced in any Court having jurisdiction thereof. As provided in the manual the prevailing party may be awarded reasonable attorney's fees and costs of arbitration. If any provision of this Agreement conflicts with the Arbitration Rules of the California Yacht Brokers Association, this Agreement shall govern.

**NOTICE:** BY INITIALING IN THE SPACE PROVIDED BELOW YOU ARE AGREEING TO SUBMIT ANY DISPUTE ARISING OUT OF OR RETALIATING TO THIS AGREEMENT OR THE BREACH THEREOF TO BINDING ARBITRATION IN ACCORDANCE WITH THE ARBITRATION RULES OF THE CALIFORNIA YACHT BROKERS' ASSOCIATION AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS PROVISION IS VOLUNTARY. "WE INITIAL THE SPACES PROVIDED BELOW HAVING READ AND UNDERSTOOD THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING TO BINDING ARBITRATION.

Initials: BUYER \_\_\_\_\_ SELLER \_\_\_\_\_

25. **BROKER not Required to determine controversies** In the event a claim or controversy arises, involving SELLER, BUYER, BROKER or any other persons, which arises out of or relates to this Agreement, BROKER shall not be required to resolve the controversy or take any further action under this Agreement, but may await the settlement of any such controversy by appropriate legal proceedings, or otherwise.

26. **BROKER Entitled to Attorney's fees** Should BROKER be deemed the prevailing party with respect to said claim or controversy which arises out of or relates to this Agreement, BROKER shall be awarded reasonable attorney's fees and costs. BROKER's attorney's fees and costs shall be deducted from the proceeds of any interpleader action or be paid promptly by the other parties as required by this paragraph.

27. **Completeness of Instrument** This written Agreement and any attachments hereto contain all of the agreements, understandings, promises, covenants, commitments, representations, terms, conditions and warranties made by or between the parties hereto with respect to the subject matter hereof. This Agreement terminates and supersedes all prior agreements, understandings, promises, covenants, commitments, representations, terms, conditions, warranties, discussions and negotiations, if any. BROKER makes no express or implied promise, representations or warranty whatsoever regarding the VESSEL. Neither the parties nor BROKER shall be liable for any agreements, understandings, promises, covenants, commitments, representations, misrepresentations, or warranties not expressly stated herein. The parties acknowledge and agree that they enter into this Agreement solely in reliance upon the representation, if any, expressly stated herein. All modifications and amendments to this Agreement must be in writing and signed by the party against whom enforcement is sought. This Agreement shall be deemed drafted by both parties and shall not be construed against either party, or against BROKER.
28. **Captions, Joint and Several Liability** The captions heading the various paragraphs of this Agreement are for convenience only and shall not be considered to limit, expand or define the content of the respective paragraphs. If any party consists of more than one person, each such person shall be jointly severally liable under this Agreement.
29. **No Representation Regarding Legal Effect of this Agreement** No promise, representation, warranty or recommendation is made by BUYER, SELLER, BROKER, the California Yacht Brokers Association, or any of the respective brokers, agents, employees or attorneys regarding the legal sufficiency, legal effect or tax consequence of this Agreement, or of the underlying transaction. BUYER, SELLER and BROKER are encouraged to consult their own attorneys for legal advice regarding this Agreement and the underlying transactions.
30. **Notices** All notices and demands under this Agreement shall be given in writing and delivered by courier, facsimile or United States Mail postage prepaid. Notice shall be considered given only when received. Notice shall be addressed as appears above for each party provided that if any party gives written notice of a change of name, address, or facsimile, such party shall therefor be given notice where demanded in that notice of change. The parties shall send BROKER a copy of all notices for informational purposes only.
31. **Time is of the essence** Time is of the essence of this Agreement, and failure to comply with the provisions shall be a material breach of the Agreement.
32. **Assignment** Neither this Agreement nor any right of interest hereunder may be assigned by BUYER without the written consent of SELLER. SELLER may assign this Agreement within the SELLER's sole discretion.
33. **Parties bound by Agreement** This Agreement is binding on and shall endure to the benefit of BUYER, SELLER and their successors, heirs, executors, personal representatives and permitted assigns. BROKER, its salespersons and employees, any cooperating broker, its salesperson and employees, their guests, agents, surveyors and contractors, are not parties to this Agreement, but are intended beneficiaries of its provisions. Any such party may, in his or her or its sole discretion elect to have any claim or controversy involving them related to this Agreement or the purchase or sale of the VESSEL or any service related to such purchase or sale decided by binding arbitration as provided in this Agreement.
34. **BROKER's Status** Except as otherwise provided in this agreement, BROKER is the authorized selling BROKER in this transaction, and the exclusive agent of (SELLER, BUYER, or both) \_\_\_\_\_ If BROKER acts as agent for both BUYER, SELLER, BROKER will not, without the express permission of the respective party, disclose to the other party that SELLER will accept a price less than the listing price, or that the BUYER will pay a price greater than the price offered
35. **Warranty of Authority to Execute Agreement** BUYER and SELLER each represent and warrant that they have full authority and ability to execute, deliver and perform the Agreement.
36. **Method of Execution** This Agreement may be executed in counterparts, each of which when so executed, regardless of the date of its execution and delivery, be deemed an original and such counterparts together shall constitute one and the same Instrument. Delivery of a faxed signature shall be sufficient to bind the signing party to this Agreement. Paragraph 7, 16, 22, and 23 must be initiated by BUYER and SELLER to be deemed part of this Agreement. If not initialed, such paragraphs shall be of no effect. And the parties shall have such rights, duties and remedies as are otherwise provided in this Agreement and under applicable law.
37. **Further Acts** The parties shall execute and deliver all documents and do all things necessary and appropriate to effectuate the purpose of this Agreement.
38. **Other Conditions**



**BUYER'S OFFER TO PURCHASE**

The undersigned BUYER has executed BUYER's Offer to Purchase on the date indicated below and hereby offers to purchase the VESSEL on the above terms and conditions. BUYER acknowledges receipt of a copy of the Agreement, and authorized BROKER to deliver a signed copy hereof to SELLER.

BUYER: WITNESS:  
Printed Name: Printed Name:  
Date: Date:

**SELLER'S ACCEPTANCE OF BUYER'S OFFER TO PURCHASE**

The undersigned SELLER has executed SELLER's Acceptance of BUYER's Offer to Purchase on the date indicated below, hereby accepts BUYER's Offer to Purchase the VESSEL on the above terms and conditions. SELLER acknowledges receipt of a copy of this Agreement and authorizes BROKER to deliver a signed copy hereof to BUYER.

SELLER: WITNESS:  
Printed Name: Printed Name:  
Date: Date:

**BUYER'S ACCEPTANCE OF DEMONSTRATION AND AUTHORIZATION TO DISBURSE FUNDS FOR HAUL OUT AND SURVEY**

Buyer hereby acknowledges and agrees that BUYER is satisfied with the demonstration of the VESSEL. BUYER authorizes BROKER to disperse funds from BUYER's deposit for the expenses to be paid by BUYER and agrees to pay any unpaid balance to BROKER immediately. SELLER authorizes BROKER to deduct funds from SELLER's proceeds for the expense to be paid by SELLER, and agrees to pay any unpaid balance to BROKER immediately. SELLER authorizes the distribution of all funds necessary to complete this transaction.

BUYER: WITNESS:  
Printed Name: Printed Name:  
Date: Date:

**BUYER'S AND SELLER'S AUTHORIZATION TO DISBURSE FUNDS FROM OTHER EXPENSES**

BUYER and SELLER hereby agree to pay for their respective expenses listed below. Buyer AUTHORIZES BROKER TO DISPERSE FUNDS FROM BUYERS deposit for the expenses to be paid by BUYER and agrees to pay any unpaid balance to BROKER immediately. SELLER authorizes BROKER to deduct funds from SELLER's proceeds for the expenses to be paid by SELLER and agrees to pay any unpaid balance to BROKER immediately. SELLER authorizes the distribution of all funds necessary to complete this transaction.

BUYER will pay these expenses: \_\_\_\_\_ SELLER will pay these expenses: \_\_\_\_\_

BUYER: SELLER:  
Date: Date:  
WITNESS: WITNESS:  
Printed name: Printed name:  
Date: Date:

**BUYERS Final Acceptance of VESSEL**

The undersigned BUYER has executed BUYER's Final Acceptance of the VESSEL to have executed the sum on such date, and the VESSEL on the date indicated below. Or is deemed to have executed the same on such data, and hereby accepts the VESSEL, on the above terms and conditions. BUYER authorizes the distribution of all funds necessary to complete this transaction.

BUYER: WITNESS:  
Printed Name: Printed Name:  
Date: Date: