

**ANTELOPE POINT BROKERAGE CENTRAL LISTING AGREEMENT  
FOR SHARED OWNERSHIP VESSELS**

On this date, \_\_\_\_\_ (DATE), \_\_\_\_\_ (OWNER)  
(indicate witch capacity: sole owner, joint owner, corporate owner.) hereinafter referred to as the OWNER,  
authorizes **Antelope Yacht Brokerage**, hereinafter referred to as the BROKER to conduct the sale of  
\_\_\_\_\_ (YACHT DESC.) \_\_\_\_\_ (YACHT NAME)  
Hereinafter referred to as the YACHT.

A. The Yacht shall be listed for a total asking price of: \_\_\_\_\_ \$ \_\_\_\_\_  
and shall not be advertised at any other price unless authorized by the owner in writing.

The trip # \_\_\_\_\_ and Date \_\_\_\_\_

B. The owner hereby grants the EXCLUSIVE RIGHT OF SALE TO ANTELOPE YACHT BROKERAGE and agrees not to list the YACHT with any other party. The owner further agrees:

1. And warrants having good title and lawful right to convey such title to YACHT.
2. To furnish the broker with specifications, an inventory of the equipment to be included in the sale, **a copy of the YACHTS registration and/or Documentation, proof of current insurance** and photos of YACHT is available.
3. To notify all prospective buyers or brokers who contact the OWNER directly that negotiations must be conducted through **Antelope Yacht Brokerage**.
4. To supply the BROKER with the names of all prospective buyers who contacted the OWNER directly.
5. **To pay the BROKER a commission equal to Ten percent (10%) with a minimum of Nine Hundred Dollars (\$900) of the selling price, if the YACHT is sold upon the negotiation of the BROKER. A Limited BROKER Agreement is three percent (3%) with a minimum of (\$900) of the selling price, if the YACHT is sold, traded or donated by the OWNER without the use of the BROKER'S marketing resources. Commissions shall be based on the contract price accepted by owner prior to any adjustments made to compensate a buyer for defects, repairs and discrepancies revealed subsequent to the OWNER'S acceptance of an offer.**
6. To pay the same commission specified above if, within one year (1) of this agreements termination, the YACHT is sold, traded, donated or leased directly by the OWNER to any person or organization introduced to the YACHT by the BROKER during the term of this agreement. If the OWNER enters into such an agreement for the sale, the OWNER shall supply the name of the acquiring party to the BROKER. If the BROKER does not respond within fourteen (14) days of receiving such notice, claim his commission because the acquiring party was introduced to the YACHT as a result of his efforts, the BROKER'S right to a commission shall cease.
7. OWNER agrees that BROKER'S responsibility herein under, in the event of a conflict of interest between BROKER, OWNER, and prospective buyer, is to undertake such acts and provide such information that will allow the OWNER and prospective buyer to best utilize their independent judgment in reaching an agreement.

C. The BROKER agrees:

1. To seek prospective purchasers for the YACHT through direct promotion of the YACHT.
2. To prepare information describing the **limited share** available in the YACHT and to distribute this information through our multiple listing system, our internet listing partners and selected yacht brokerage companies, hereafter referred to as "corresponding brokers"
3. To keep corresponding brokers updated on any changes in price or location.
4. To pay any corresponding broker who sells Yacht, a percentage of the commission received from the OWNER.
5. To promptly transmit all offers to the share OWNER.
6. To waive claim to a commission due under section 6, B above. of this agreement should the owner relist with another BROKER after this listing expires.

INITIALS: Owner: \_\_\_\_\_ Date: \_\_\_\_\_ Broker: \_\_\_\_\_ Date: \_\_\_\_\_

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D. Responsibility for the slip fees, insurance, care, custody and control of the YACHT remains entirely with the OWNER. Although the BROKER may recommend storage, maintenance and other providers of service, the final decision to employ such services remains with the OWNER. The BROKER shall not be held responsible for any damages suffered by the owner as a result of employing such services.

E. This agreement shall remain in effect for a minimum of six months and MAY ONLY BE CANCELLED WITH SIXTY DAYS ADVANCE WRITTEN NOTICE. This agreement is binding on the OWNER's, heirs, executors, successors, administrators and assigns.

F. Any dispute, controversy or claim relating to this agreement, including but not limited to the interpretation thereof, or its breach or existence, which cannot be resolved amicably by the BROKER and OWNER shall be referred to arbitration, which shall be the sole and exclusive forum for resolution and settlement of any dispute controversy or claim between the parties. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association and shall be held in the city and state of the BROKER's office.

Any award of the arbitral authority shall be final and binding upon the BROKER and OWNER with respect to all disputes, claims or controversies encompassed therein, and BROKER and OWNER shall comply with the said award without delay. The arbitral authority shall in its award, fix and apportion the costs of arbitration. The award of the arbitral authority may be enforced by any court having jurisdiction over the party against which the award has been rendered or where the assets of the party against which the award has been rendered can be located. The BROKER and OWNER agree the issuance of an award by the arbitral authority shall be a condition precedent to the right of either party to institute any legal action or proceeding in any court on a matter relating to this agreement. The BROKER and Owner further understand and agree that arbitration shall be the sole and exclusive forum for resolving any dispute, controversy or claim relating to this agreement and that neither party shall resort to any court except to compel arbitration, refer questions of law, or to confirm, vacate or modify any such award.

IN WITNESS WHEREOF, both parties have hereto placed their signatures on this agreement.

BROKER's Representative:

OWNER(s) signature(s):

Rick Bodley

\_\_\_\_\_

Bus: 928-645-5900 X

Bus: \_\_\_\_\_

Cell: 928-614-4256

Cell: \_\_\_\_\_

Fax: 928-608-4443

Fax: \_\_\_\_\_

email: [brokerage@apmlp.com](mailto:brokerage@apmlp.com)

email: \_\_\_\_\_

**ANTELOPE POINT BROKERAGE CENTRAL LISTING AGREEMENT  
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Listing info sheet.**

**CONTACT INFO:**

Names \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_  
email \_\_\_\_\_ Fax \_\_\_\_\_

**SHARE INFO: Trip #**

**Dates of trip:**

Corp, LLC \_\_\_\_\_ # of owners in vessel \_\_\_\_\_  
State registered in, with reg # \_\_\_\_\_ or, Coast Guard Doc # \_\_\_\_\_  
Insurance carrier \_\_\_\_\_  
Liens or other debts against vessel \_\_\_\_\_  
Yearly maintenance fee \$ \_\_\_\_\_  
Turn fee \$ \_\_\_\_\_

**VESSEL INFO:**

Name: \_\_\_\_\_ HIN# \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Year: \_\_\_\_\_  
Length: \_\_\_\_\_ Beam: \_\_\_\_\_  
Hull type: \_\_\_\_\_ Hull Material \_\_\_\_\_  
Engine Manufacturers \_\_\_\_\_ Model/size: \_\_\_\_\_  
Drive Manufacturers \_\_\_\_\_ Model/ size: \_\_\_\_\_  
Generator Manufacturer and output \_\_\_\_\_

Vessel location: Slip# \_\_\_\_\_ or, Dry Storage \_\_\_\_\_

Other features for listing: