**ANTELOPE BROKERAGE LISTING AGREEMENT**

 **PRIVATE OWNERSHIP VESSEL**

**The following listing agreement is compliant with the National Park Service current concessionaires’ agreement with Antelope Point Marina at Lake Powell.**

On this date, \_\_\_\_\_\_\_\_\_\_(DATE), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(OWNER)

(Indicate which 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)

A. The Yacht shall be listed or sold for a total asking price of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_

and shall not be advertised at any other price unless authorized by the owner in writing.

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 if 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%) up to $105,000. Nine percent (9%) from $105,001 to $250,000, eight percent (8%) on sales from $250,001 to $500,000 and six percent (6%) on sales of $500,001. If the YACHT is sold upon the negotiation of a BUYER provided by the BROKER.**

**A Limited Listing Agreement is three percent (3%) with a minimum of Nine Hundred($900) (whichever is greater) of the selling price if the YACHT is sold, traded, or donated by the OWNER without the use of the BROKER’S marketing resources.**

**6**. To pay the same commission specified above if, within one year (1) of this agreement’s 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, donation, trade, or lease within one year of the termination of this agreement, 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. The SHARE shall be considered “sold” upon owner’s receipt of sale price and the signed sales contracts have officially been mailed from the SELLER to the BUYER.

8. 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 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 OWNER.

**INITIALS: Owner: \_\_\_\_\_\_ 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 the result of employing such services.

E. This agreement shall remain in effect for six months, following mutual execution of Agreement. This agreement MAY BE CANCELLED WITH THIRTY DAYS (30) ADVANCE WRITTEN NOTICE by the OWNER in its sole and absolute discretion with or without cause. 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 Page, Arizona at 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):**

**James Wren** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office: 928-608-4442 Bus: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell: 928-660-9136 Cell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

email: brokerage@apmlp.com email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**ANTELOPE BROKERAGE LISTING AGREEMENT**

**PRIVATE OWNRSHIP VESSEL**

**Listing info sheet.**

**CONTACT INFO:**

 **Names\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_**

**Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VESSEL INFO:**

 **Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HIN#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Length: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Beam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Hull type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hull Material: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Fuel Type: \_\_\_\_\_\_\_\_\_\_\_\_\_ Fuel Cap: \_\_\_\_\_\_\_\_\_ Fresh water Cap: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Engine Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Drive Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Hours: Port: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Star: \_\_\_\_\_\_\_\_\_\_\_\_**

 **Generator, brand, hours, type of fuel and size: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Staterooms#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vessel sleeping capacity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Heads: \_\_\_\_\_\_\_**

**State registered in with reg #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Coast Guard Doc number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Insurance carrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Liens or other debts against vessel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Other features or upgrades, or if sold on Limited Agreement the new BUYER info.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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 **Slip #\_\_\_\_\_\_ Dry storage\_\_\_\_**

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