

BROKER FEE AGREEMENT

Location: _____ Date: _____

Broker Information:

Full Name / Company: _____

Business Address: _____

Phone/Email: _____

Client Information:

Full Name / Company: _____

Business Address: _____

Phone/Email: _____

Broker Fee and Terms:

Broker Fee Amount: _____ USD

Fee Payment Terms: _____

Scope of Services:

Broker agrees to provide professional brokerage services to Client in connection with the sale, purchase, or lease of vessels as agreed between the parties. Broker shall use reasonable efforts to locate suitable vessels or buyers and facilitate negotiations to completion.

Broker's Authority and Responsibilities:

Broker is authorized to act as Client's agent in securing buyers or vessels, as applicable, and to negotiate terms of transactions in good faith. Broker shall disclose all material facts known to Broker and shall comply with all applicable laws and regulations.

Client's Responsibilities:

Client agrees to provide Broker with accurate and complete information regarding vessels or buyers, to cooperate fully with Broker, and to promptly communicate all offers, acceptances, and other transaction developments.

Payment of Broker Fee:

The Broker Fee shall be earned and payable upon the closing of any transaction involving the sale, purchase, or lease of a vessel procured by Broker during the term of this Agreement or any extension thereof. Payment shall be made by Client within the time and manner specified in this Agreement or any separate written agreement.

Term and Termination:

This Agreement shall commence upon execution and continue until terminated by either party upon written notice.

Termination shall not affect Broker's right to fees on transactions closed during the term or as otherwise provided herein.

Confidentiality:

Both parties agree to keep confidential all non-public information obtained in connection with this Agreement and shall not disclose such information except as required by law or agreed in writing.

Indemnification:

Each party agrees to indemnify and hold harmless the other from any claims, losses, liabilities, or expenses arising from any breach of this Agreement or the negligence or willful misconduct of the indemnifying party.

Limitation of Liability:

Broker's liability for any claim arising out of this Agreement shall be limited to the amount of fees paid by Client to Broker under this Agreement. In no event shall Broker be liable for indirect, incidental, consequential, or punitive damages.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Dispute Resolution:

Any dispute arising out of or related to this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association, with the arbitration conducted in _____ County, _____.

No Waiver:

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

Amendments:

Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

BROKER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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