

EXCLUSIVE RIGHT TO SELL AGREEMENT

Location: _____ Date: _____

Parties:

Seller (Owner): _____

Broker (Agent): _____

Property Description:

Vessel Make/Model: _____

Year of Manufacture: _____

Hull Identification Number (HIN): _____

Grant of Exclusive Right to Sell:

Seller hereby grants Broker the exclusive and irrevocable right to sell the vessel described above, including all appurtenances, equipment, and accessories, for the term set forth herein. Seller agrees not to list, offer for sale, or negotiate the sale of the vessel through any other party during the term of this Agreement.

Term of Agreement:

This Agreement shall commence on the date of execution and shall continue until the earlier of (a) the sale of the vessel, or (b) termination by either party upon written notice to the other, subject to Broker's right to commission as provided herein.

Listing Price and Commission:

The listing price of the vessel shall be \$_____. Broker shall be entitled to a commission of _____% of the final sale price, payable upon closing. Commission shall be earned if the vessel is sold during the term of this Agreement or within _____ days thereafter to a buyer procured by Broker.

Broker's Duties and Authority:

Broker agrees to use reasonable efforts to sell the vessel, including marketing, showing the vessel to prospective buyers, and negotiating sale terms on Seller's behalf. Broker shall not have authority to accept offers or bind Seller without prior written consent.

Seller's Representations and Warranties:

Seller represents and warrants that: (a) Seller is the sole legal and beneficial owner of the vessel with full right and authority to enter into this Agreement; (b) the vessel is free of all liens, encumbrances, and claims; (c) Seller will provide accurate and complete information about the vessel to Broker and prospective buyers; and (d) Seller will maintain the vessel in the condition represented during the term of this Agreement.

Indemnification:

Seller agrees to indemnify and hold Broker harmless from any claims, damages, losses, liabilities, and expenses arising out of Seller's breach of this Agreement, misrepresentations, or failure to disclose material information about the vessel.

Termination:

This Agreement may be terminated by either party with thirty (30) days' prior written notice. Termination does not relieve Seller of obligations to pay commission if the vessel is sold during the term or within the specified protection period to a buyer introduced by Broker.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

Entire Agreement and Amendments:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings. Any amendments or modifications must be in writing and signed by both parties.

Severability:

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

Waiver:

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

Confidentiality:

The parties agree to keep confidential all non-public information obtained in connection with this Agreement, except as required by law or to enforce its terms.

Signatures:

SELLER'S SIGNATURE

BROKER'S SIGNATURE

Signature: _____

Signature: _____

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