



# CENTRAL MARKETING AGREEMENT

## PERCENTAGE OF SALE

On 12/30/2014 (Date), I, ~~Andrew Parks~~, Owner of Record ("Seller") for the Vessel described below ("Vessel") authorize and grant POP Yachts ("POP") the right to market, negotiate, and sell Vessel according to the terms and conditions set forth in this agreement. By signing this agreement, it is understood by both parties that Seller shall retain the right to sell Vessel privately. **In the event that Seller enters into a contract of sale with any person or organization not procured by POP, then no commission shall be due to POP.**

Year: 2003

Make: Triton

Model: 26

Hull ID: ~~755041000000~~

State Reg. # ~~020333300~~

- A. Vessel shall be advertised at an initial Selling Price of \$53,900 (USD Fifty Three Thousand Nine Hundred) and shall NOT be advertised by POP at any other price unless Seller notifies POP of a price change in the form of a signed Addendum to this agreement.

POP commission will be equal to 10% of the actual Selling Price as compensation for procuring a buyer for Vessel. Commission shall be paid upon completion of the transaction and changing of ownership of Vessel from Seller to Buyer ("Closing"). POP charges no additional fees to Seller.

While it is the policy of POP to present all written offers to Seller, in no event shall Seller be obligated to accept an offer that is less than Selling Price. Should POP produce a bonafide buyer offering to pay full Selling Price in writing, and Seller declines to sell, Seller shall pay POP commission defined above for its marketing efforts and for doing our job.

- B. Seller agrees to the following:

1. Warrants having the lawful right to sell and convey title of the Vessel, and to provide proof of such Vessel ownership to POP.
2. Agrees NOT to list the Vessel with any additional broker or dealer while this agreement is in effect. If Seller would like to list Vessel with another broker or dealer, Seller may simply cancel this agreement with POP. POP will be incurring significant financial risk and effort to market Seller's Vessel worldwide and is not interested in doing this if Seller is going to list their Vessel with other vendors as it causes significant confusion with potential Buyers.
3. To furnish POP with detailed Vessel information, specifications, available plans, inventory included in the sale, copies of registration, documents, service records, notices, and available photographs.
4. To inform POP of any changes in the location, price and/or specifications of the Vessel.
5. Seller agrees to make Vessel available at all reasonable times for inspection, showings, trial run and marine survey purposes. Seller agrees to pilot Vessel himself or provide a licensed Captain or agent at the time of trial run. No trial runs will be scheduled by POP without having a signed Purchase and Sale Agreement and a deposit from Buyer.

- C. POP agrees to the following:

1. To submit any and all reasonable offers to the Seller for consideration in a timely manner.
2. To seek prospective Buyers through extensive promotion and advertisement of the Vessel.
3. To provide Seller with weekly activity reports.
4. To do our very best to bring you a buyer quickly!

D. This agreement remains in effect for one year after the execution date and continues indefinitely thereafter until Vessel is sold or until either party cancels this agreement. This agreement may be cancelled at any time by either party with a 15-day written notice provided via letter or email. Any Buyer procured by POP before cancellation or termination of this agreement is considered protected for a period of 6 months. Should Seller complete a transaction with a Buyer procured by POP, Seller shall be obligated to pay a commission to POP in the amount of 10% of the last asking price, or a minimum of \$2,500 (Two Thousand Five Hundred US Dollars) (whichever is greater).

A buyer shall be considered procured by POP if buyer (or buyer's representative) becomes aware that Vessel is for sale due to the marketing efforts of POP.

This agreement shall transfer to Seller's heirs, executors, successors, administrators, and/or assigns.

E. Responsibility for the care, custody and control of the Vessel remains entirely with the Seller.

F. Seller shall indemnify and hold harmless POP for any damages, liability, claims, causes of action, costs, or other expenses made against POP or incurred by POP arising from the condition, use, inspection, or showing of Vessel or as the result of Seller's failure to disclose material facts to POP about Vessel or as a result of Seller's inaccurate or incomplete disclosure of such facts.

G. Seller hereby authorizes POP to disclose all specifications and material facts provided by Seller to any prospective Buyer.

H. It is understood that Seller and Broker are operating together in good faith to market and sell Vessel. In the unlikely event of a dispute, the dispute shall be brought in Sarasota County, Florida and the prevailing party shall be reimbursed for its costs and attorneys' fees by the party found to have breached this Agreement.

IN WITNESS WHEREOF, both parties have agreed to the terms and conditions set forth in this agreement, which may not be amended or modified, except in writing and signed or initialed by Seller and Broker.

Broker: POP Yachts  
Signature: \_\_\_\_\_  
Address: 6384 Tower Lane, Second Floor  
Sarasota, FL 34240  
Phone: (941) 257-0111  
Email: office@popyachts.com

Seller(s) (Print Name): ~~Anthony Esposito~~  
Signature: \_\_\_\_\_  
Address: ~~10050 Delray Beach Blvd~~  
Delray Beach, FL 33446  
Phone: ~~561-309-0000~~  
Email: ~~anthony.esposito@yachtworld.com~~