

Code No: \_\_\_\_\_ Broker:\_\_\_\_\_

Vessel Listing ce \$\_\_\_\_\_

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	Currency, GST, Duty, POA, E
VESSEL NAME:	DESIGN:
<b>VESSEL STATUS:</b> Boat for Sale $\Box$ Boa	at for Sale Proforma $\Box$ Boat Not for Sale $\Box$
<b>VESSEL DETAILS:</b> Power Sail	Centre Cockpit $\Box$ Aft Cockpit $\Box$
Flybridge 🗌 Enclosed Flybridge 🗌 Sedar	n $\square$ Pilothouse $\square$ Self Draining Cockpit: Yes $\square$ No $\square$
Share % Year vessel first launched	Registered Ship No. & Country
Design	Designer:
Hull Colour Deck Colour:	Walk Through Transom: Yes $\Box$ No $\Box$
Keel	Trade?
CONSTRUCTION:	
Primary Hull Constr.: Ferro 🗌 GRP 🗌 Comp	posite $\Box$ GOP $\Box$ Timber Glassed $\Box$ Timber $\Box$ Alloy $\Box$ Steel $\Box$
Hull Construction:	Deck/Cabin Construction
Builder:	Commercial: Yes D No D
Current SSM: Yes 🗌 No	SSM No
Survey Class:	Hull Type: Monohull 🛛 Multihull 🗆
LOA: LOH Beam	Draft Displacement
ENGINEERING: No. of propulsion engines Recorde	d hrs each engine Year of engine
Engine Make/Model:	Rated power of each engine
Engine freshwater cooled: Yes $\Box$ No $\Box$ D	Drive System Engine Underfloor: Yes 🗆 No 🗆
Max. RPM Max. Speed	_knts Cruise RPM Cruise Speedknts
Transmission Fuel consumpt	tion at cruise Fuel Type: Diesel 🗆 Petrol 🗆
No. of Fuel Tanks: Fuel Tank Cons	struction: Total Fuel Capacity:
No. of Water Tanks: Water Tank C	onstruction: Total Water Capacity:
Bowthruster Make/Model:	hydraulic or electric. Propeller
Steering: Cable 🗌 Hydraulic 🗌 Morse 🗌	Electric 🗆 Tiller 🗆 Mechanical 🗆 Wheel
Steering Stations: Side Console 🗌 Cockpit 🗆	Saloon $\Box$ Remote $\Box$ Flybridge $\Box$ Other $\Box$
Other Comments	
Please enter any details of recent major service orGulf Harbour MarinaPine Harbour MarinaPh: 09 4241633Ph: 09 5365663	engineering upgrade, which will assist the purchaser in making their decision Tauranga Westhaven Marina Wellington Ph: 07 5799716 Ph: 09 3064149 Ph: 021415220
Opua Marina Hobsonville Marina Ph: 09 4027103 Ph: 09 4166890	Whangarei Town Basin         Picton Waikawa Marina         Denarau Marina, F           Ph: 09 4389975         Ph: 0274340247         Ph:006796750911
	Far North/Kerikeri Ph:0272848121

Code No:	Broker:

SAILS & RIGGING: Rig Configuration: Sloop Fractional  Sloop Masth	and 🗖 – Vat	h 🔲 – Cale and an 🖂	Van I		
Cutter Rig: Yes No No Spar Construction:					
Rigging: Stainless Wire $\Box$ Galvanised Wire $\Box$					
Winches No. & Type: Cockpit	Cabin Top	N	last		
Furling Mainsail: Yes 🗌 No 🗌 In Mast 🗌		-			
Sail Wardrobe					
Detail sail wardrobe being sold with vessel, eg Mainsai	l Dacron 1999,	No.1 Genoa Kevlar 2	000.		
ACCOMMODATION:					
Headroom Main Saloon Sleeping Cabins (	No.)	Berths (No.) Sgle	Dble		
Toilets (No.) Toilets (Head) Location		Toilet	Туре		
Showers (No): Shower/s Location					
Holding Tank: Yes 🗌 No 🗍 Lectrasan Yes 🗍					
Brief General Layout Description: (Please complete)					
ELECTRONICS: Make/Model			Make/Model		
VHF: Yes 🗆 No 🗆	SSB: Yes	□ No □			
Log/Speedo: Yes 🗆 No 🗆	Radar: Yo	es 🗆 No 🗆			
Rudder Angle: Yes 🗆 No	Wind Spe	ed: Yes 🛛 No 🗌			
Autopilot: Yes 🗆 No 🗆	GPS: Yes	□ No □			
Chart Plotter: Yes 🗆 No 🗆	Depth Sou	nder: Yes 🗆 No 🗋			
Fish Finder: Yes 🗆 No 🗆	Nav. Aids	Details			
Stereo: Yes 🗆 No 🗆	tereo: Yes 🗆 No 🗆 CD Player: Yes 🗆 No 🗆				
TV: Yes 🗆 No	V: Yes 🗆 No 🗆 VCR: Yes 🗆 No 🗆				
Surveillance Camera: Yes 🗆 No 🗆	urveillance Camera: Yes 🗆 No 🗆 Computer: Yes 🗆 No 🗆				
Other Extras: Yes 🗆 No 🗆 EQUIPMENT:					
Anchor and Weight: Bruce	[	Danforth 🗌 _	Fisherman		
Grapnel  Graphel Plough  Adda					
Capstan: Yes 🗆 No 🗆 Type					

	Code No: Broker:
Dinghy: Yes 🗆 No 🗆 Length m	Туре
Outboard	Liferaft Capacity Date Serviced
Davit/Capacity	Fire Ext. (No.) Fenders (No.)
Barometer Yes No Game Rigged Yes	
Compass (No.) Brand	Clock Yes 🗌 No 🗌 Spray Dodger Yes 🗌 No
	Lifejackets (No.)
Lifebuoy (No.) Danbuoy Yes 🗌 No 🗌	BBQ
Additional Equipment being sold with Vessel	
ELECTRICS: Batteries (No. & Type)	_ Voltage
Total Amp Hours Battery Charger	Invertor/Cap
Genset 1 kw Est Hrs	Genset 1 kw Est Hrs
Current Electrical WOF Yes $\Box$ No $\Box$ Shore Pow	er Connection Yes 🗌 No 🗌
Other Please provide any other details relating to the electrical syn decision.	stem which you consider will assist the purchaser in making a
GALLEY:	
Location Up Down Forward Aft	Galley Equipment Yes 🗌 No 🗌 Some 🗌
Pressurized Water: Cold Yes 🗆 No 🗆 Hot Yes 🗆 No	Hot Water System
Freezers (No.) Freezer Operating System	
Fridges (No.) Fridge Operating System	
	hs Solid White Spirit Dish Washer Waste Disposal
Microwave	Clothes Washer
Ice Maker	Clothes Dryer
Other Please provide any other details relating to the Galley/Launa	<i>hry which you consider will assist the purchaser.</i>
FEATURES:	
PHOTOS: Attached Digital Cam	Email To Come

OUR AUTHORITY TO SEL
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KEY INSTRUCTIONS.....

VESSEL NAME: ...... DESIGN: .....

Bra	oker:
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ber

Marina	Pier	Berth	Mooring
Given by me. Vendor's	s Name		

<u>Given by me</u> .	• • • • • • • • • • • • • • • • • • • •	 	 	• • • • • • • • • • • • • • • • • • • •	
Address	 	 	 		

Phone (Pvt)	(Bus)	Fax	. Mob

Email .....

**1.** <u>Appointment</u> I appoint *Gulf Group Marine Brokers Ltd* (the "Agent") as my agent to offer and show the vessel described on the Schedule (on the reverse side) for sale at a gross price of \$ ...... (including GST if any), or at any lesser price which I may approve.

## 2. <u>Warranties</u> I warrant and undertake to the agent that:

- (i) The details relating to the vessel on the reverse are correct in all respects, and I agree to indemnify the agent and its employees or subagents, against any claim arising from any inaccuracy contained in the schedule.
- (ii) Apart from any specific defects noted by me on the reverse, the vessel is in good order and condition and I have maintained it properly during my period of ownership.
- (iii) I own the vessel and I am now entitled to sell it.
- (v) The vessel is insured and I will maintain the insurance on the vessel until it is sold and no longer at my risk. I agree that you will take the benefit of my insurance policy as if insured under the policy <u>and this has been agreed to by my insurers</u>.
- (vi) I will indemnify the agent against all or any loss or liability whatsoever arising out of any default by me including but not limited to error, omission or misrepresentation, and/or liability which the agent may incur to a purchaser in any capacity, provided that this indemnity shall not apply where the liability arises out of any failure by the Agent to comply with the Agent's obligations as a supplier of services to me as a broker or agent for the sale of the vessel under the Consumer Guarantees Act 1993.

## 3. Commission Payable

I agree, in the event of an unconditional agreement being entered into where the Agent has introduced the purchaser to the vessel whether or not the contract is concluded by the Agent or by a third party or by myself, the Agent will be entitled to commission on the gross sale price of **7% plus GST** on the first \$500,000.00 and **5% plus GST** thereafter under a **General Agency Agreement**. Or **7% plus GST** on the first \$250,000.00, **6% plus GST** from \$250,000.00 and **5% plus GST** thereafter under a **Sole Agency Agreement**. The minimum commission shall be **\$4,000.00 plus GST**.

## 4. This is a General Agency.

This General Agency can be cancelled at any time by the vendor giving the Agent fourteen days notice in writing.

## 5, This is a Sole Agency.

For the period from	То	(being a period not less than four
consecutive months) the "Sole Agency period".		

- (i) I agree that the Agent will be entitled to commission at the rate set out above in the event of an unconditional agreement being entered into when:
  - (a) The contract is entered into during the Sole Agency Period even if the purchaser was introduced to the vessel prior to the Sole Agency Period.
  - (b) The purchaser was introduced to the vessel during the Sole Agency Period even if the purchaser enters into a binding sales contract after the Sole Agency Period.
  - (c) The contract is concluded by the Vendor or by any agent during the Sole Agency Period.
- (ii) On completion of the Sole Agency period, this authority will become a General Agency agreement.
- (iii)I will forthwith advise the Agent in writing of the names of prospective purchasers who have been introduced <u>on board</u> ithe vessel by myself or any other Brokerage Company in the past <u>ninety</u> days. The Agent hereby agrees that any purchaser so named will be exempted from this Sole Agency Agreement for a period of <u>ninety</u> days.
- (iv) <u>EITHER</u>: I have not appointed any other agent to sell the vessel.

<u>OR</u>: I have appointed other agents (notified to the Agent) to sell the vessel and will cancel such appointments forthwith.

I agree not to be party to any scheme, device or act whereby the Agent shall not be able to recover commission to which he is entitled under this agreement.

THE AGENT AGREES TO OFFER THE VESSEL FOR SALE ON THESE TERMS	1, THE VENDOR, HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS.
Dated this	day of
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