VINING GULF GROUP EST. 1981 MARINE BROKERS

Code No: _____ ***Broker:*** _____

Vessel Listing

Price $ _____

Currency, GST, Duty, POA, Etc

VESSEL NAME: _____ **DESIGN:** _____

VESSEL STATUS: Boat for Sale ☐ Boat for Sale Proforma ☐ Boat Not for Sale ☐

VESSEL DETAILS: Power ☐ Sail ☐ Centre Cockpit ☐ Aft Cockpit ☐

Flybridge ☐ Enclosed Flybridge ☐ Sedan ☐ Pilothouse ☐ Self Draining Cockpit: Yes ☐ No ☐

Share %_____ Year vessel first launched _____ Registered Ship No. & Country _____

Design _____ Designer: _____

Hull Colour _____ Deck Colour: _____ Walk Through Transom: Yes ☐ No ☐

Keel _____ Trade? _____

CONSTRUCTION:

Primary Hull Constr.: Ferro ☐ GRP ☐ Composite ☐ GOP ☐ Timber Glassed ☐ Timber ☐ Alloy ☐ Steel ☐

Hull Construction: _____ Deck/Cabin Construction _____

Builder: _____ Commercial: Yes ☐ No ☐

Current SSM: Yes ☐ No ☐ SSM No. _____

Survey Class: _____ Hull Type: Monohull ☐ Multihull ☐

LOA: _____ LOH _____ Beam _____ Draft _____ Displacement _____

ENGINEERING:

No. of propulsion engines _____ Recorded hrs each engine _____ Year of engine _____

Engine Make/Model: _____ Rated power of each engine _____

Engine freshwater cooled: Yes ☐ No ☐ Drive System _____ Engine Underfloor: Yes ☐ No ☐

Max. RPM _____ Max. Speed_____knts Cruise RPM _____ Cruise Speed _____knts

Transmission _____ Fuel consumption at cruise _____ Fuel Type: Diesel ☐ Petrol ☐

No. of Fuel Tanks: _____ Fuel Tank Construction: _____ Total Fuel Capacity: _____

No. of Water Tanks: _____ Water Tank Construction: _____ Total Water Capacity:_____

Bowthruster Make/Model: _____ *hydraulic or electric.* Propeller _____

Steering: Cable ☐ Hydraulic ☐ Morse ☐ Electric ☐ Tiller ☐ Mechanical ☐ Wheel ☐

Steering Stations: Side Console ☐ Cockpit ☐ Saloon ☐ Remote ☐ Flybridge ☐ Other ☐ _____

Other Comments _____

Please enter any details of recent major service or engineering upgrade, which will assist the purchaser in making their decision.

Gulf Harbour Marina Ph: 09 4241633

Pine Harbour Marina Ph: 09 5365663

Tauranga Ph: 07 5799716

Westhaven Marina Ph: 09 3064149

Wellington Ph: 021415220

Opua Marina Ph: 09 4027103

Hobsonville Marina Ph: 09 4166890

Whangarei Town Basin Ph: 09 4389975

Picton/Waikawa Marina Ph. 03 5734547

Denarau Marina, Fiji Ph:006796750911

Far North/Kerikeri Ph:0272848121

Code No: _____ ***Broker:***_____

SAILS & RIGGING:

Rig Configuration: Sloop Fractional ☐ Sloop Masthead ☐ Ketch ☐ Schooner ☐ Yawl ☐

Cutter Rig: Yes ☐ No ☐ Spar Construction: Alloy ☐ Timber ☐ Carbon Fibre ☐ Steel ☐

Rigging: Stainless Wire ☐ Galvanised Wire ☐ Rod ☐

Winches No. & Type: Cockpit _____ Cabin Top _____ Mast _____

Furling Mainsail: Yes ☐ No ☐ In Mast ☐ Boom ☐ Furling Headsail: Yes ☐ No ☐

Sail Wardrobe _____

_____

_____

Detail sail wardrobe being sold with vessel, eg Mainsail Dacron 1999, No.1 Genoa Kevlar 2000.

ACCOMMODATION:

Headroom Main Saloon _____ Sleeping Cabins *(No.)* _____ Berths *(No.)* Sgle _____ Dble _____

Toilets (*No.)* _____ Toilets (Head) Location_____ Toilet Type _____

Showers *(No):*_____ Shower/s Location _____

Holding Tank: Yes ☐ No ☐ Lectrasan Yes ☐ No ☐

Brief General Layout Description: (*Please complete*)

_____

_____

_____

ELECTRONICS: Make/Model Make/Model

VHF: Yes ☐ No ☐ _____ SSB: Yes ☐ No ☐_____

Log/Speedo: Yes ☐ No ☐ _____ Radar: Yes ☐ No ☐_____

Rudder Angle: Yes ☐ No ☐ _____ Wind Speed: Yes ☐ No ☐ _____

Autopilot: Yes ☐ No ☐ _____ GPS: Yes ☐ No ☐_____

Chart Plotter: Yes ☐ No ☐ _____ Depth Sounder: Yes ☐ No ☐ _____

Fish Finder: Yes ☐ No ☐ _____ Nav. Aids Details _____

Stereo: Yes ☐ No ☐ _____ CD Player: Yes ☐ No ☐_____

TV: Yes ☐ No ☐ _____ VCR: Yes ☐ No ☐_____

Surveillance Camera: Yes ☐ No ☐ _____ Computer: Yes ☐ No ☐ _____

Other Extras: Yes ☐ No ☐ _____

EQUIPMENT:

Anchor and Weight: Bruce ☐ _____ CQR ☐ _____ Danforth ☐ _____ Fisherman ☐_____

Grapnel ☐ _____ Plough ☐ _____ *Additional anchors should be noted at the bottom of this section.*

Code No: _____ ***Broker:***_____

Capstan: Yes ☐ No ☐ Type _____

Dinghy: Yes ☐ No ☐ Length _____ m Type _____

Outboard _____ Liferaft Capacity _____ Date Serviced _____

Davit/Capacity _____ Fire Ext. *(No.)* _____ Fenders *(No.)* _____

Barometer Yes ☐ No ☐ Game Rigged Yes ☐ No ☐ Game Chair Yes ☐ No ☐

Compass *(No.)* _____ Brand _____ Clock Yes ☐ No ☐ Spray Dodger Yes ☐ No ☐

Epirb Yes ☐ No ☐ Covers _____ ____ 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 ☐ No ☐ Shore Power Connection Yes ☐ No ☐

Other _____

Please provide any other details relating to the electrical system which you consider will assist the purchaser in making a decision.

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 _____

Stove Fuel LPG ☐ Kerosine ☐ Electric ☐ Meths ☐ Solid ☐ White Spirit ☐ Dish Washer ☐

Stove Description _____ Waste Disposal _____

Microwave _____ Clothes Washer _____

Ice Maker _____ Clothes Dryer _____

Other _____

Please provide any other details relating to the Galley/Laundry which you consider will assist the purchaser.

FEATURES: _____

_____

_____

PHOTOS: Attached ☐ Digital Cam ☐ Email ☐ To Come ☐

VINING GULF
MARINE BROKERS EST. 1981

Recognised member NZmarine INDUSTRY ASSOCIATION

LISTING AGREEMENT

Code No: ……. Broker: ……. Branch: ……

Vessel Name…… Design ……..

Key Instructions ……...

Marina: …….. Pier ……. Berth …….. Mooring……

Given by me: Vendor's Legal Name: ……

Address: ……

Phone: (Pvt) ……..…… (Bus) ……..…… (Mob) ……..……

Email: ……..

1 The Agent agrees to list for sale and to market the Vessel on the terms of this Agreement. The Seller has completed an inventory, specifications which forms part of this Agreement.

2 This is:

A General Agency [***delete as applicable***];

A Sole Agency [***delete as applicable***];

Agreement, operating from the date of this Agreement to 5pm …….

When the Sole Agency period expires, unless extended by agreement in writing, the agency shall revert to a General Agency, in which case the General Agency commission rate will be applied, as per clause 10 below.

3 The Seller authorises the Agent:

(a) to market and to sell the Vessel at a price of $..... inclusive of GST (if any), or at such other price as may be agreed in writing;

(b) to go on board the Vessel, and to take potential Buyers and their surveyors or agents on board the Vessel for the purposes of inspections, surveys and sea trials (with the owner's permission), at the Seller's risk;

(c) to hold any deposit as stakeholder in its Trust Account in accordance with the terms of a Sale and Purchase Agreement for the Vessel.

4 The Seller warrants that:

(a) it is the sole legal owner of the Vessel. If there is more than one owner of the Vessel, or, the Vessel is held in a syndicate, trust, company or other form of ownership, the Seller warrants that it is authorised to sell the Vessel on behalf of the legal and beneficial owners and all persons with a legal or beneficial interest in the Vessel are listed below:

Initials_____

Name: ……

Address: ……

Name: ……

Address: ……

(b) The Vessel is free from any encumbrance whatsoever, including but not limited to any lien, hire purchase, mortgage, debts, security interest (whether registered on the Personal Property Securities Register or not), claims or charges of any kind. If there is an encumbrance, clause 5 applies;

(c) it has disclosed the condition of the Vessel to the Agent, including any known or reasonably discoverable defects or deficiencies;

(d) all information provided to the Agent is correct and if the Seller becomes aware of information material to the marketing and sale of the Vessel after signing this Agreement, it will disclose that information to the Agent.

5 If the Vessel is subject to an encumbrance, the Seller authorises the Agent to disclose the encumbrance to any potential Buyer, and any sale of the Vessel shall be conditional upon the encumbrance being fully satisfied;

6 The Seller confirms that at the time of signing the Agreement, the Vessel is insured with reputable marine insurers for the usual marine risks and undertakes that the Vessel shall remain so insured for the duration of the agency. Such insurance shall extend to give the Agent the benefit of the insurance (and the Seller shall procure that the Agent is named as an insured if necessary) and shall cover any damage to the Vessel or third party damage incurred during any inspection, survey or sea trial of the Vessel pursuant to clause 3(b) undertaken by the Agent on behalf of the Seller.

7 The Seller agrees to indemnify the Agent and shall hold the Agent harmless against any claims whatsoever and howsoever made against the Agent arising out of or in connection to the Agreement and the Agent's marketing and sale of the Vessel on the Seller's behalf, including but not limited to claims:

(a) for breach of contract, negligence, breach of statute, or otherwise, save where any claims directly arise from an act or omission of the Agent;

(b) for misrepresentation, regardless of whether representations were made innocently or because of information provided to the Seller by a third party;

(c) relating to the condition of the vessel, including claims relating to the quality or fitness for purpose of the Vessel and / or claims under the Consumer Guarantees Act 1993, Fair Trading Act 1986, Sale of Goods Act 1908, or Contractual Remedies Act 1979, and regardless of whether alleged defects, deficiencies or faults existed at the time of signing this Agreement or developed subsequently;

(d) arising from the Agent acting as a stakeholder to receive and hold deposits pursuant to clause 3(c);

(e) relating to any damage to the Vessel, or to other vessels, during any inspections, surveys or sea trials carried out pursuant to this Agreement.

8 The Agent shall have no liability to the Seller for breach of contract, negligence, breach of statute, or otherwise, save where a claim directly arises from an act or omission of the Agent. The Agent's liability in respect of any such claims shall be limited to the amount of the commission payable to it under the terms of this Agreement. Under no circumstances shall the Agent be liable for any indirect, consequential, or special loss or damage, including, but not limited to loss of market, loss of profit, loss or revenue or loss of use.

Initials _ _ _ _ _

9 Any Sale and Purchase Agreement facilitated by the Agent shall be on terms which require the Buyer to have completed a survey, mechanical inspection, and a sea trial as conditions of the sale. The Seller acknowledges and agrees that: (i) these conditions are for its benefit; (ii) the Agent recommends that the conditions are not waived; (iii) any waiver must be expressly agreed in writing by the Seller and the Buyer; and (iv) the Seller accepts all liability consequent upon any such waiver.

10 The Seller agrees to pay commission to the Agent on the following basis:

A minimum commission of $4,800 plus GST applies to all Sole Agency vessels under $74,000
A minimum commission of $4,800 plus GST applies to all General Agency vessels under $60,000.

(a) **General Agency:**

(i) the Agent's commission shall be 8% plus GST on the purchase price;

(ii) commission shall be deducted from the purchase price on settlement (and the Agent shall be entitled to deduct the commission from any deposit held by it);

(iii) commission shall be payable when the Agent has introduced the Buyer to the Vessel irrespective of whether the Sale and Purchase is concluded by the Agent, a third party, or the Seller.

(iv) Should the vessel be berthed on any Vining Gulf Group Ltd Sales Berth at any time the provisions of Clause 10 (b) (Sole Agency) shall apply from the date the vessel goes onto the sales berth to a period of 30 days after the vessel leaves the sales berth.

(b) Sole Agency:

(i) the Agent's commission shall be 6.5% plus GST on the purchase price;

(ii) Commission shall be deducted from the purchase price on settlement (and the Agent shall be entitled to deduct the commission from any deposit held by it).

(iii) commission shall be payable if:

(1) an Agreement is entered into during the Sole Agency period, even if the Buyer was introduced to the vessel prior to the Sole Agency period; or

(2) the Buyer was introduced to the Vessel during the Sole Agency period, even if the Buyer enters into an Agreement after the Sole Agency period; or

(3) the Agreement is concluded by the Seller or any Agent during the Sole Agency period.

11 The Agreement shall be subject to the laws of New Zealand and the exclusive jurisdiction of the New Zealand Courts.

Signed by the Vendor:

Signed by:
Marine Broker for the Vining Gulf Group Ltd

_____ _____

Date:_____ **Date**_____

Initials_____