



OUR AUTHORITY TO SELL

VESSEL'S NAME WHERE LYING
INSTRUCTIONS

Given by me: Vendor's Name
Address
Phone (Bus) (Pvt) Fax
Mobile: Email:

1. Appointment I appoint City of Sails Marine (the "Agent") /Broker,
as my agent to offer and show the vessel described on the Schedule (on the reverse side) for sale at
a gross price of \$ (inclusive of GST if any), or at any lesser price which I may approve.

2. Warranties 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 sub-agents, 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.
(iv) No-one else has any interest in the vessel. Alternatively,..... has an interest or charge over it, which will be satisfied before ownership is to pass.
(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 be covered by my insurance policy as if insured under the policy and this has been agreed by my insurers.
(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 any 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, the Agent will be entitled to commission of ...6...% plus GST on the gross sale price 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 myself. The minimum commission shall be \$3,000..... plus GST.

4. This is a General Agency As per clause (3) above.

5. This is a Sole Agency For the period from
To (The "Sole Agency" period)

Delete (4) or (5) I agree that the Agent will be entitled to commission at the rate set out above in the event of an and initial unconditional agreement being entered into.
(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.
EITHER: I have not appointed any other agent to sell the vessel.
OR: 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 I, THE VENDOR, HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS.

Dated this day of 200

.....
(For the Agent) (Vendor)