



MARKETING AGREEMENT

PERCENTAGE OF SALE

On _____ (Date), I, _____, Owner of Record ("Seller") for the vessel described below ("Vessel") authorize and grant POP Yachts ("POP") the right to market, negotiate, and process the sale of 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: _____ Make: _____

Model: _____ HIN: _____

- A. Vessel shall be advertised at an initial Selling Price of \$_____ 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.

As commission, POP will retain 10% of the actual purchase price, or a minimum of \$2,750 (whichever is greater), as compensation for procuring a buyer for Vessel. 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 the advertised Selling Price (as authorized by Seller).

Commission shall be paid for our marketing efforts and for doing our job upon the following: 1.) Completion of the transaction and ownership of Vessel changing from Seller to buyer, or 2.) POP produces a bonafide buyer offering to pay the latest advertised Selling Price (as authorized by Seller), or more, in writing, and Seller declines to sell, or 3.) Seller decides not to continue with the sale after a Purchase and Sales Agreement has been agreed to and fully executed by both Seller and buyer.

- B. Seller agrees to the following:
1. To act in Good Faith.
 2. Warrants having the lawful right to sell and convey title of the Vessel, and to provide proof of such Vessel ownership to POP.
 3. Agrees NOT to list the Vessel with any dealer or broker while this agreement is in effect. If Seller would like to list Vessel with a dealer or broker, Seller may simply cancel this agreement with POP. POP will be incurring significant financial risk and effort to market Vessel worldwide and is not interested in doing so if Seller is going to list their Vessel with a dealer or broker as it can cause significant confusion with potential buyers.
 4. To furnish POP with any available and known Vessel information, specifications, history of damage, detailed inventory included in the sale, copies of registration, documents, service records, notices, and photos. The advertisement we build may be based substantially on the accuracy and amount of information provided.
 5. To inform POP of any changes in the location, condition, price and/or specifications of the Vessel.
 6. To make Vessel available for inspections, haul outs (typically at buyer's expense), showings and/or trial runs, with reasonable notice to Seller by POP. Seller agrees to operate Vessel 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.
 7. To notify POP of any encumbrances or liens against Vessel.

- C. POP agrees to the following:

1. To act in Good Faith.
2. To submit all written offers in a timely manner for Seller's consideration.
3. To seek prospective buyers through extensive promotion and advertisement of the Vessel.
4. To cooperate fully with brokerages representing a prospective buyer, splitting the Commission as necessary, meaning no added cost to Seller.
5. To not knowingly misrepresent Vessel and to do our best to advertise Vessel accurately.
6. To provide Seller with weekly activity reports, including the names of buyers who have shown interest in Vessel through the marketing efforts of POP.
7. To do our very best to bring you a buyer quickly!

D. This agreement continues indefinitely until Vessel is sold or until either party cancels this agreement.

This agreement may be canceled at any time by either party 15 days after notice is received via fax, 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 advertised Selling Price (as authorized by Seller), or a minimum of \$2,750 (whichever is greater), plus reasonable costs for collection.

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. Seller provides permission such that, upon cancellation or notice of private sale, POP may search state registration databases to ensure Vessel was not sold to a buyer procured by POP.

E. Responsibility for the access, care, custody, and control of the Vessel remains entirely with Seller. POP associates are prohibited from operating, storing or maintaining Vessel. Unless otherwise explicitly agreed to as a condition of the sale, all Vessels are sold as-is where-is and the buyer is responsible for all costs related to transport and pickup.

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, or due to Seller's inability to deliver transferable and marketable title, specifically including any documents which may be necessary for buyer to obtain title in his/her name.

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

H. It is understood that Seller and POP 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 POP. This agreement shall transfer to Seller's heirs, executors, successors, administrators, and/or assigns.

POP Yachts

Seller(s) (Print Name): _____

Signature: _____

Signature: _____

Address: 5717 Bessie Drive

Address: _____

Sarasota, FL 34233

Phone: (941) 257-0111

Phone: _____

Email: office@popyachts.com

Email: _____