

ANTELOPE POINT BROKERAGE LISTING AGREEMENT FOR SHARED OWNERSHIP VESSELS

The following agreement is prepared in accordance with, and subject to, the current Concessionaire Agreement between the National Park Service and Antelope Point Marina at Lake Powell.

On this date, _____ (DATE), _____ (OWNER) indicates which capacity: sole owner, HAR joint owner, corporate owner.) hereinafter referred to as the OWNER, authorizes Antelope **Yacht Brokerage**, hereinafter referred to as the BROKER to conduct the sale of a SHARE # _____ on _____ (NAME OF VESSEL) HIN# _____

A. The Share shall be listed for a total asking price of: _____ \$ _____ and shall not be advertised at any other price unless authorized by the owner in writing.

The SHARE/TRIP # _____ and Dates of SHARE/TRIP _____

B. The owner hereby grants the EXCLUSIVE RIGHT OF SALE TO ANTELOPE YACHT BROKERAGE per the NPS rules and agrees not to list the YACHT with any other party. The owner further agrees:

1. And warrants having good title and lawful right to convey such title to SHARE.
2. To furnish the broker with specifications, a list of the equipment to be included in the sale.
3. To notify all prospective buyers or brokers who contact the OWNER directly that negotiations must be conducted through **Antelope Yacht Brokerage**.
4. To supply the BROKER with the names of all prospective buyers who contacted the OWNER directly.
5. **To pay the BROKER a commission equal to Ten percent (10%) with a minimum of Nine Hundred Dollars (\$900) of the selling price, if the SHARE is sold upon the negotiation of a BUYER provided by the BROKER, at the total specified "asking price" in Section A only.**

A Limited Brokerage Agreement is three percent (3%) with a minimum of (\$900) of the selling price, if the SHARE is sold, without the use of the BROKER'S marketing resources and a BUYER was provided by the SELLER.

6. To pay the same commission specified above if, within Ninety Days (90) of this agreement's termination, the SHARE is sold directly by the OWNER to any person or organization introduced to the SHARE by the BROKER during the term of this agreement. If the OWNER enters into such an agreement for the sale, the OWNER shall supply the name of the acquiring party to the BROKER. If the BROKER does not respond within fourteen (14) days of receiving such notice, claim his commission because the acquiring party was introduced to the YACHT as a result of, his efforts, the BROKER'S right to a commission shall cease.
7. The SHARE shall be considered "sold" upon owner's receipt of sale price and the signed sales contracts have officially been mailed from the SELLER to the BUYER.
8. OWNER agrees that BROKER'S responsibility herein under, in the event of a conflict of interest between BROKER, OWNER, and prospective buyer, is to undertake such acts and provide such information that will allow the OWNER and prospective buyer to best utilize their independent judgment in reaching an agreement.

C. The BROKER agrees:

1. **To** seek prospective purchasers for the SHARE through direct promotions, listing paid ads on Boat Trader and prepare information describing the **limited share** available and to distribute through our multiple listing system, our internet listing partners and selected yacht brokerage companies.
2. **To** promptly transmit all offers to the share OWNER.
3. BROKER shall supply names of person(s) and organization(s) introduced to the share by the BROKER ("Interest List") within fourteen (14) days of any termination or expiration to the Antelope Point Brokerage Listing Agreement.

INITIALS: Owner: _____ Date: _____

Broker: _____ Date: _____

D. Responsibility for the slip fees, insurance, care, custody, and control of the YACHT remains entirely with the OWNER. Although the BROKER may recommend storage, maintenance and other providers of service, the final decision to employ such services remains with the OWNER. The BROKER shall not be held responsible for any damage suffered by the owner as a result of employing such services.

E. This agreement shall remain in effect for six months, following mutual execution of Agreement. This agreement MAY BE CANCELLED WITH THIRTY DAYS (30) ADVANCE WRITTEN NOTICE by the OWNER in its sole and absolute discretion with or without cause. This agreement is binding on the OWNER's, heirs, executors, successors, administrators, and assigns.

F. Any dispute, controversy or claim relating to this agreement, including but not limited to the interpretation thereof, or its breach or existence, which cannot be resolved amicably by the BROKER and OWNER shall be referred to arbitration, which shall be the sole and exclusive forum for resolution and settlement of any dispute controversy or claim between the parties. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association and shall be held in Page, Arizona at the BROKER's office.

Any award of the arbitral authority shall be final and binding upon the BROKER and OWNER with respect to all disputes, claims or controversies encompassed therein, and BROKER and OWNER shall comply with the said award without delay. The arbitral authority shall in its award, fix and apportion the costs of arbitration. The award of arbitral authority may be enforced by any court having jurisdiction over the party against which the award has been rendered or where the assets of the party against which the award has been rendered can be located. The BROKER and OWNER agree the issuance of an award by the arbitral authority shall be a condition precedent to the right of either party to institute any legal action or proceeding in any court on a matter relating to this agreement. The BROKER and Owner further understand and agree that arbitration shall be the sole and exclusive forum for resolving any dispute, controversy or claim relating to this agreement and that neither party shall resort to any court except to compel arbitration, refer questions of law, or to confirm, vacate or modify any such award.

G. BROKER shall indemnify, defend, and hold owner harmless from any claim, losses, costs (including attorney fees), disputes, or other liabilities arising from any incorrect information or misrepresentation supplied by BROKER to the BUYER.

IN WITNESS WHEREOF, both parties have hereto placed their signatures on this agreement.

BROKER's Representative:

James Wren
Cell: 928.660.9136
Email: brokerage@apmlp.com

Rodgerick Begay
Office: 928.608.4461
Email: rbegay@apmlp.com

OWNER(S) SIGNATURE(S):

Signature: _____
Cell: _____
Email: _____

Signature: _____
Cell: _____
Email: _____

Listing info sheet.

CURRENT OWNER CONTACT INFO:

Names: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____
Email: _____

SHARE INFO:

Trip #: _____
Dates of Trip: _____
OFF Week Dates _____
Yearly Maintenance Fee \$ _____ Paid: Y/ N
Turn Fee \$ _____
Number of Owners in Vessel: _____
Vessel location: Slip # _____ /Dry Storage ☐

Boat Manager and Contact Information:

Name: _____
Phone: _____
Email: _____

VESSEL INFO:

Name: _____

HIN Number: _____
Corp, LLC: _____
Registration Number & State: _____ OR
Coast Guard Doc #: _____
Insurance Carrier: _____
Liens, Assessments: _____
Manufacturer: _____
Year: _____
Length: _____ Beam: _____
Hull type: _____
Hull Material: _____
Engine Manufacturers: _____
Model/Size: _____
Engine Fuel Type: _____
Engine Hours: Port: _____
Starboard: _____
Drive Manufacturers: _____
Model/ Size: _____
Generator Manufacturer and Output:

Fuel Type: _____ Hours: _____

Other features for listing or, if sold by owner, the **BUYER's info. (Name, address, phone, email)**
