

Florida Yacht Brokers Association, Inc.

TRADE-IN VESSEL ADDENDUM TO PURCHASE AND SALE AGREEMENT FOR BROKERAGE VESSEL

Date:	TRADE VESSEL INFORMATION	
BUYER	Name:	
Buyer's Name:	Make:	Model:
	Year:	Length:
SELLER	Flag:	
Seller's Name:	Hull No.:	
	Doc. No.:	
Trade Vessel Accept/Reject Date:	Reg. No.:	
Trade Vessel Delivery Location:	Engines:	
	Allowance:	

1. **Addendum.** This Addendum ("Addendum") to the Purchase and Sale Agreement for Brokerage Vessel ("Agreement") is made and entered into between Buyer and Seller as of the date written above. In the event of a conflict between this Addendum and the Agreement, the terms of this Addendum will control. This Addendum is part of the Agreement, and the Agreement is incorporated by reference herein. Capitalized words used herein refer to the corresponding terms in the Agreement unless otherwise defined herein.

2. **Trade Allowance.** Buyer will receive a credit in the amount of the Trade Allowance at Closing in exchange for delivery to Seller of good and marketable title to the Trade Vessel described above on the terms and conditions contained herein.

3. **Survey Option; Acceptance of Trade Vessel, Conditions of Survey.** Seller's obligation to accept the Trade Vessel is subject to Seller's satisfaction, in Seller's sole discretion, with a trial run and survey of the Trade Vessel, if Seller elects to have the Trade Vessel inspected. In such event (a) Seller will select the surveyor and thereupon the surveyor, and not the Brokers, will be the sole party responsible for any errors or omissions with respect to the survey, notwithstanding that the Brokers may have provided information to and assisted Seller with hiring the surveyor, (b) ***Seller shall complete the trial run and survey as soon as practicable***, (c) Buyer shall pay all running expenses for, and assume the risks associated with, the trial run, and Seller shall pay ***all*** costs of the survey, including associated costs, e.g., haul-out, dry dock, and subcontractors' charges, (d) Seller and its surveyor will be solely responsible for determining the scope of the survey and the trial run to assess the Trade Vessel's conformity with Seller's requirements, and (e) Seller must deliver written notice of rejection or acceptance of the Trade Vessel to Buyer or the Selling Broker on or before the Trade Vessel Accept/Reject Date as set forth in the box above. ***Whether or not Seller has inspected the Vessel, Seller will be deemed to have rejected the Trade Vessel if he fails to give timely written notice of its acceptance.*** Upon Seller's acceptance of the Trade Vessel, Buyer will not make any use of the Trade Vessel pending Closing except to move the Trade Vessel to the Delivery Location. If Seller rejects or is deemed to reject the Trade Vessel, after all expenses incurred on Seller's behalf have been paid (i) the Selling Broker shall return the Deposit to Buyer; (ii) this Agreement will terminate, and (iii) the parties and the Brokers will be released from any further liability hereunder. The Brokers will not be responsible for the cost to correct any defects or deficiencies noted during the trial run and survey.

4. **Closing.** Buyer shall deliver the Trade Vessel to the Trade Vessel Delivery Location, as set forth above, on or before Closing, together with all gear, machinery, equipment, furnishings, fuel and other consumables (except any consumed during the trial run and any voyage to the Delivery Location), and all other tenders, toys, articles and appurtenances on board the Trade Vessel as they existed on the Date of this Agreement, ***except*** for items described in the written Trade Vessel exclusion list (the "Trade Vessel Exclusion List") (a) attached to this Addendum, (b) delivered to the Seller within five (5) days after this Addendum is executed (but in no event sooner than the Accept/Reject Date), or (c) included in any listing specification for the Trade Vessel delivered to Seller. Seller will be deemed to have accepted the Trade Vessel Exclusion List if he accepts the Trade Vessel. On or before the Closing Date, Buyer shall deliver to Seller all documents necessary to transfer title to the Trade Vessel (and all other items hereby required to be delivered) to Seller. Any funds Buyer owes to the Brokers for storage, insurance, repairs and/or other items in connection with the Trade Vessel must be paid by Buyer at or before Closing.

5. **Buyer's Representations; Requirements for Closing.** Buyer represents and warrants that: he will transfer to Seller good and marketable title to the Trade Vessel, free and clear of all debts, claims, maritime or common law liens, security interests, encumbrances, excise taxes, and any other applicable taxes, customs' duties, or tariffs due to any state, country, regulatory and/or

taxing authority of any kind whatsoever (collectively, "Encumbrances"). At or before Closing, Buyer shall deliver to Seller (i) satisfactory evidence of title, (ii) proof of payment or removal of all Encumbrances, if any; (iii) a guaranty and indemnification from Buyer guaranteeing Buyer's representations and warranties in this Paragraph 5; (iv) if Buyer is a legal entity, a personal guaranty and indemnification from Buyer's beneficial owner(s) guaranteeing Buyer's representations and warranties in this Paragraph 5, and (v) any other documents necessary for transfer of good and marketable title to Seller. Buyer shall pay any cost associated with, and shall cooperate fully to obtain, any authorization for sale required from any governing authority. Any party which is a legal entity will provide to the other prior to Closing, (a) a consent action or resolution demonstrating the entity's duly authorized decision to purchase or sell the Trade Vessel, and (b) a power of attorney demonstrating the authority of the individual delivering or accepting the Trade Vessel and/or documents transferring the Trade Vessel to Seller. Buyer shall not sell the Trade Vessel or enter into any contract for the sale of the Trade Vessel while the Agreement is in place.

6. **Risk of Loss.** Buyer will bear the risk of loss of or damage to the Trade Vessel prior to delivery of the Trade Vessel to Seller. If the Trade Vessel is damaged subsequent to Seller's acceptance and the necessary repairs will cost less than five (5%) percent of the Trade Allowance and require fewer than thirty (30) days to complete, Buyer must repair the damage prior to Closing (which Closing Date will be extended by the length of the repair period) in accordance with sound marine practices to the standard of the Vessel immediately prior to the damage, and Seller may inspect such repair. If the Trade Vessel is damaged to a greater extent subsequent to Seller's acceptance, either party may terminate this Agreement with the same consequences as if Seller had rejected the Trade Vessel.

7. **Sales and Use Taxes.** Sales or use taxes, if applicable, payable on the Trade Vessel, are Buyer's responsibility, and Buyer shall pay the taxes due to the Selling Broker at Closing. Buyer hereby indemnifies and holds harmless Seller against and from any sales or use taxes for which Buyer is responsible.

8. **REPRESENTATIONS AND WARRANTIES.** BUYER AND THE BROKERS BELIEVE THAT ANY INFORMATION ANY OF THEM HAS PROVIDED ON THE TRADE VESSEL IS GOOD AND CORRECT AND OFFER THE INFORMATION IN GOOD FAITH, BUT DO NOT AND CANNOT GUARANTEE THE ACCURACY OF THE INFORMATION. SELLER WARRANTS AND REPRESENTS THAT HE HAS FULLY INSPECTED AND MADE A TRIAL RUN OF THE TRADE VESSEL (OR HAS VOLUNTARILY WAIVED THESE RIGHTS) AND THAT HE IS NOT RELYING ON ANY ADVERTISEMENTS, PROMISES, DESCRIPTIONS, AFFIRMATIONS, OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN, PRIOR TO OR CONTEMPORANEOUS WITH THIS AGREEMENT) PROVIDED BY THE BUYER OR BROKERS. UPON CLOSING, SELLER WILL HAVE ACCEPTED THE TRADE VESSEL IN ITS "**AS IS**" CONDITION. BUYER AND THE BROKERS HAVE GIVEN NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AND MAKE NO REPRESENTATION AS TO THE CONDITION OF THE TRADE VESSEL, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, **ALL OF WHICH ARE DISCLAIMED.** SELLER ACKNOWLEDGES THAT NEITHER THE BUYER NOR BROKERS HAVE MADE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SELLER'S ABILITY TO DOCUMENT OR REGISTER THE TRADE VESSEL IN ANY JURISDICTION.

BUYER:
 Signature: _____
 Print: _____
 Title: _____
 Date: _____

SELLER:
 Signature: _____
 Print: _____
 Title: _____
 Date: _____

BUYER:
 Signature: _____
 Print: _____
 Title: _____
 Date: _____

SELLER:
 Signature: _____
 Print: _____
 Title: _____
 Date: _____

Trade Vessel Exclusion List