

**In addition to the special conditions, the listing agreement is granted and accepted under the following general conditions:**

**I – Broker capacities**

For the accomplishment of his mission, the broker has the following powers:

-To propose and show the vessel to any prospective buyer he deems appropriate. To carry out any advertising, on the media of its choice, at the broker's expense. Affix or have affixed a sign on the vessel. Communicate, if necessary, the file to any colleague, if he deems this essential to the accomplishment of his mandate. - Draw up all deeds necessary to complete the sale of the vessel, in accordance with current legislation.

**II – Broker's obligations**

In return for the powers granted to him, the broker is engaged to:

- Undertake, in a general manner, all steps necessary for the proper execution of its listing agreement.
- Negotiate if necessary with any holder of a right of pre-emption, the owner retaining full freedom to accept or refuse the agreed price, if this price is lower than the price stipulated in the agreement.
- Inform the owner at the latest **within 3 working days** of a sale agreement signature, and send him a copy of the documents signed.

**III – Owner's obligations**

The owner is engaged to:

- Allow the broker the permanent right to visit or have visited the vessel during the term of the listing agreement.
- Provide the broker with all the documents necessary for him to carry out his listing agreement, in particular all documents proving ownership of the vessel as well as a valid insurance certificate.
- Immediately notify the broker of any changes to the vessel, in particular any legal or material changes,
- **Not to offer the vessel for sale at a price lower than that stipulated in the present agreement.**

**IV - ELECTION OF RESIDENCE**

For the application of the present contract and its possible consequences, the parties elect domicile at their respective addresses stipulated above. All disputes arising between the parties shall be subject to the exclusive jurisdiction of the courts of the jurisdiction **in which the broker registered office is located.**

**V - Special conditions for boats at anchor or on buoys**

Visiting boats at anchor or on buoys with potential customers requires a dinghy.

For insurance reasons, this trip can only be carried out under the responsibility of the owner (either with the owner himself, or with a person appointed by him).

**If a sale agreement is signed, the boat must be docked for inspection and survey.**

**VI – Owner obligations**

The operations of moving the boat and sea trials within the framework of a sales agreement are carried out under the responsibility of the owner.

**VII - EXPRESS AGREEMENT**

The following agreement is not a style clause, it is an essential condition of the broker's acceptance, without which he would not have accepted the mission given to him today.

The owner expressly undertakes to the broker:

- 1) - to ratify any promise and/or provisional sale agreement, possibly accompanied by a request for financing, with any purchaser presented by the broker.
- 2) - to inform the broker without delay of any sale made by himself or by another broker, and to inform him of the identity of the purchaser, his address, and that of any intermediary involved. This notification will immediately terminate the present agreement. It will prevent the broker from initiating the sale with another purchaser. Failing this, the owner will remain solely responsible for any legal action taken by this purchaser, and the broker signing the present contract may not under any circumstances be held liable for any reason whatsoever.
- 3) - The distribution of the boat for direct sale, advertisements, private sales sites or signs must be expressly agreed by the broker.)
- 4) - not to deal without the assistance of the broker with any person introduced, brought, sent or designated by the broker after during the term of the agreement or its extension.

In the event of non-compliance with any of the articles of this express agreement, the owner undertakes to pay the broker, in accordance with articles 1142 and 1152 of the French Civil Code, a lump-sum compensation equal to the remuneration provided for in the agreement.

**Owner signature**

**Date**