



AGREEMENT OF SALE

It is hereby agreed that SOL Y MAR S.L. is authorised to sell the sailing yacht/motor boat detailed below on agency basis.

Boat name: _____ Length: _____ Beam: _____

Manufacturer: _____ Registered Flag: _____

Identification n°: _____ Year built: _____

Registered owners Name: _____

Registered address: _____

_____ NIE/NIF _____

The price of sale for the above will be:

_____ Sterling Euros Tax Paid Tax Unpaid

Other sale prices will not apply unless authorised by the seller.



TERMS & CONDITIONS:

- 1.) **SOL Y MAR S.L.** agree to forward any offers received in respect of the yacht sale for the clients consideration. The client must agree in writing when accepting any offer generated by **SOL Y MAR S.L.** or from a sub-listed approved broker who is able to meet the asking price and the agreed terms and conditions.
- 2.) **SOL Y MAR S.L.** has the capacity to distribute all information relating to the sale of the yacht to associated brokers who are approved and qualified to negotiate a sub-sale.
- 3.) It is the responsibility of the client to ensure **SOL Y MAR S.L.** is informed about any changes in price, specification or location of the yacht whilst under contract. **SOL Y MAR S.L.** will take no responsibility for changes in the contract if they are not agreed in writing with the owner.
- 4.) Upon the sale of the yacht, **SOL Y MAR S.L.** agree to obtain a minimum of 10% deposit from the vendor to secure the agreed cost of the yacht and proceed with final exchange and completion of the sale. It is the responsibility of the client to ensure all documentation is correct and legal at the time of the sale.
- 5.) The agreed agency rate for sole agent will be 6% included in agreed price
- 5.a.) The agreed rate for multi-agency will be 8% included in agreed price

The above fees will be subject to the addition of 16% I.V.A and any related sale from a sub-agent will receive his fee from Sol y Mar S.L.

- 5.b.) On receiving a 10% deposit, this forms a contract between the client and the buyer to complete the sale subject to all terms and conditions being met.
- 6.) **SOL Y MAR S.L.** brokerage fee is due once all monies have been exchanged and the completion of the sale is then finalised with the exchange of documentation between the two parties in the presence of a **Sol y Mar S.L.** representative.
- 6.a.) It is understood and agreed that **Sol y Mar S.L.** does not have any delegated responsibility or custody or control of the yacht unless a separate contract or agreement is in place for guardienage, clealing or any other services.
- 6.b.) Any monies relating to sales or deposits will be held in a separate client account and released to each party in agreement with **Sol y Mar S.L.**, the vendor and the owner.
- 7.) The customer agrees to give permission to **SOL Y MAR S.L.** to allow any potential clients or client generated from agreed sub-brokers to board and show the yacht on an appointment basis. If the keys are kept in a separate location it is agreed that **Sol y Mar S.L.** shall have full access to them as and when needed. It is the responsibility of the owner to ensure this is made available at all times.



This agreement is binding until the yacht is sold unless either party cancel the agreement given a 60 day written notice of cancellation.

The agreement is binding between SOL Y MAR S.L. and the yachts owner or seller, their heirs, executors, successors administrators or liquidators or assigns.

8.) Special conditions apply to this contract: _____

Client Signature: -

Signed for by Sol y Mar S.L.

Date: -

Date:-

Boat documents and keys left with SOL Y MAR S.L (copies/original).

- | | | |
|----|--|--------|
| 1. | Boat registration and builders certificate | Yes/No |
| 2. | Copy of Passport/N.I.E | Yes/No |
| 3. | Boat insurance documentation | Yes/No |
| 4. | Keys | Yes/No |

***Contact details/**

Owner 's Name _____

Address _____

Telephone _____

E-Mail _____ NIE/NIF _____

