



ORIENTAL, NC

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Brokers : Mike Trogdon Mike Draughan Jack Coulter

Offer to Purchase

This document authorizes Deaton Yacht Sales to offer _____
(no sales tax on used boats in N.C.) and additional consideration for the purchase of
(Name) being a (Year) (Make & Model)

This offer is accompanied by the sum of (10%) _____ good faith deposit. Such sum is refundable in the event that a contract is not completed, less any sum that may be expended for and on behalf of the buyer.

All balances of cash and goods shall be delivered by the buyer prior to execution of the contract at the time and place to be agreed.

For and on behalf of the buyer(s): _____ Signature /Date
_____ Signature/Date

Terms and Conditions

1. The Buyer certifies he is a citizen of the USA and at least 21 years of age if said vessel requires USCG documentation.
2. The Buyer has the right to inspect or survey the vessel himself or by contracting with a third party. In the event that the condition of the vessel is not as represented or that it has deteriorated beyond a reasonable degree and satisfactory repair of such is refused by the seller or deemed impracticable by either party then this offer may be withdrawn.
3. Any and all surveys conducted under this agreement shall be at the buyers expense including but not necessarily limited to haul-out, cleaning, removal of equipment or gear that may be necessary to establish the bona fide condition of the vessel. The survey/sea trial (if required by the buyer) is to be conducted within 14 days of the acceptance of this offer. Part of this survey may be conducted on the water to constitute a trial or demonstration sail. In the event that a trial sail is not conducted on the same day then it shall not be delayed beyond the agreed date for completion.
4. The seller warrants to provide clear title to the vessel free of all liens, mortgages and encumbrances of any kind.
5. This offer must be accepted or rejected on or before _____. Should there be a previous offer outstanding on this vessel then it is understood by all parties that any offer will be considered after all previous offers have been rejected or their time limit expired.
6. The seller agrees that brokerage fees in the amount of 10% of the gross contract value are due and payable on completion. In the event that more than one broker is involved then this amount only shall be divided between them in a proportion previously agreed. Such a proportion is not necessarily a condition of this contract.

7. Should the buyer accept this vessel after duly agreed survey and demonstration but fail to complete with the balance of funds owing in accordance with the provisions of this contract then the otherwise refundable deposit may be forfeit and retained as liquidated damages for the breach.
8. There is no warranty expressed or implied as to the condition or fitness for purpose. The vessel is sold and accepted as is, where is. Any description or inventory is provided purely as an aid. The buyer accepts responsibility to satisfy himself/herself that the vessel is as described and to his satisfaction. No other conditions beyond those expressly stated in this contract are to apply.
9. In the event of a dispute between the buyer and the seller the brokerage companies involved shall not be liable to determine or satisfy any such dispute but rather it shall be referred to arbitration according to the rules of the American Arbitration Association. The brokers shall not be required to take any action. In the event that they may be asked to contribute to such litigation they shall be entitled to seek reasonable costs & fees. In no circumstances shall they be liable for any damages.
10. In addition this contract is subject to the following other conditions:

11. Completion shall be on or before (Date) 30 days from accepted offer

Buyer's name and address:

Phone

Seller(s) Accepts: _____ Signature/Date
 _____ Signature/Date

Sellers Name and Address:

Buyer Accepts vessel after inspection and survey and demonstration sail or waiver of same:

_____ Date: _____