



PURCHASE AGREEMENT
DATE: _____

1) **Purchaser's Offer**

Name _____

Address _____

Phone _____

Hereafter called "PURCHASER", offers to buy the following described vessel:

Builder _____ Model _____ LOA _____

Designer _____ HIN _____

Registration Number _____ Location _____

FROM:

Name _____

Address _____

Hereafter called "SELLER", PURCHASER and SELLER recognize Irish Boat Shop, Inc. as "BROKER" for this transaction. The commission due BROKER shall be calculated on sale price agreed to herein. Any adjustments of sale price agreed by SELLER and PURCHASER as a result of condition found during survey will not affect commission.

It is offered that purchase of said vessel shall include all equipment normal to a vessel of same size and type. Inventory of gear and equipment included with said vessel to be set forth in advertised listing:

For the sum of : \$ _____

2) **Terms Of Purchase**

a. Deposit shall be made upon signing this PURCHASE AGREEMENT, a deposit of 10% or _____ is hereby delivered by PURCHASER to BROKER, shall be held in trust by BROKER, and shall apply against the purchase of said vessel. The vessel is represented "where is, as is", or subject to:

b. Sale to be closed, full purchase price paid on or before _____, or as mutually agreed.

c. SELLER warrants said vessel to be free and clear of all debts, claims, liens, and encumbrances of any kind whatsoever, except as noted:

SELLER warrants and will defend that he has good and marketable title, and has lawful rights to sell same.

BROKER offers details of the vessel in good faith, but cannot guarantee the accuracy of this information, nor warrant the condition of said vessel. It is understood and agreed that PURCHASER may instruct his agents or surveyors to investigate such details as PURCHASER may desire.

PURCHASER and SELLER agree that any controversy or dispute between PURCHASER and SELLER, BROKER will act as arbitrator.

3) **Payment**

On or before date set forth for final payment, delivery of said vessel shall be made at _____ together with all gear, equipment, and articles as listed on attached inventory sheet.

4) **Trailer or Cradle**

Trailer or Cradle for said vessel is located at _____ and PURCHASER may take possession of it there.

5) **Survey**

If upon survey or inspection, said vessel is found to be structurally defective, or in an unseaworthy condition, or in event of loss of said vessel before delivery, or is found unsatisfactory by the PURCHASER, deposit shall be refunded, providing all expenses incurred by or for PURCHASER against said vessel shall be paid, and this agreement void. Destructive testing may not be performed without the SELLER'S express written permission.

6) **Sea Trial**

Sale is subject to sea trial. _____ shall pay all expenses to prepare said vessel for sea trial and testing.
_____ shall pay all expenses to put said vessel in original position if said is not consummated for reason of sea trial failure.

7) **Non-Performance**

In event said is not consummated by reason of inability or unwillingness of PURCHASER to provide payment or otherwise complete terms of this PURCHASE AGREEMENT, deposit shall be retained by BROKER as liquidated damages and divided evenly between BROKER and SELLER provided, however, BROKER'S portion shall not exceed commission he would have received had sale been completed.

SELLER is responsible for all yard/storage/maintenance costs incurred before date of sale, PURCHASER being responsible for such costs incurred after date of sale. Any and all taxes, now or hereafter imposed on this purchase if any, became responsibility of PURCHASER.

PURCHASE AGREEMENT shall be binding on PURCHASER and SELLER, their heirs, executors, or assigns, as soon as executed by both parties.

PURCHASER

Witness

SELLER

Witness

BROKER hereby acknowledges receipt of deposit in amount stated,

Agent for BROKER