



RAINBOW YACHTS

EXCLUSIVE - RIGHT - TO - SELL LISTING AGREEMENT

This is a binding contract. Please read carefully before signing.

Vessel Name and Number _____

To Rainbow Yachts:

I own the vessel described on the attached vessel specification sheet or I have the right to sign this listing. I want to hire you to market the vessel. I offer you a listing on this vessel from _____ to midnight _____. There after the listing agreement will be on a month-to-month basis. Either you or I may end this listing with two days advanced notice to the other. I will list the vessel at a sales price of \$ _____. I will pay you a commission of 10% of the sales price from the escrow account for this vessel upon the distribution of funds.

This offer also includes the following special terms if any:

By executing this offer to list, I affirmatively state that I own the vessel and/or hold a power of attorney to execute this document on behalf of the owners of this vessel. The Brokerage and Seller agree to accept facsimile (FAX) signatures as real.

Sign and Date

Please Print Name

Address

Contact Phone

Vessel access and Additional information: _____

Rainbow Yachts accepts your offer to list and agrees to comply with the terms of this agreement.

Broker _____ Date: _____

Phone # (808) 943-0199- Cell – 220-0381

www.rainbowyachts.com

RAINBOW YACHT BROKERAGE

STANDARD LISTING TERMS

1. Definitions:

The word "I" refers to the person or to all persons (if more than one) signing the listing as vessel owners. Each person who signs this listing as a vessel owner is fully responsible, either alone or with the others, for this contract. The word "you" refers to Rainbow Yacht Brokerage that accepts this listing. The word "buyer" refers to any person who has bought or may buy in the future. The word "days" refers to calendar days.

2. Sellers Obligations:

I will help you to sell the vessel by preparing the vessel for showing. I will give you any information, documents and keys you need. I further understand that you will not be responsible for securing or protecting any of my valuables. I am responsible to keep the vessel in a safe sea-worthy condition. I understand that you recommend that I consult an attorney, CPA or any professional expert within those fields of question about the sale of the vessel. I acknowledge that I am not relying upon you for any of the foregoing services or advice. In the act of giving you this listing, I have given the specs and inventory list of the vessel. In the event I remove inventory from the vessel and do not notify you of this in writing, I become liable for this inventory at time of sale. All inquiries regarding vessel will be referred to you.

3. Brokers Obligations:

I expect you to try to find a buyer for the vessel and to keep me informed of your efforts.

4. Advertising:

You may advertise the vessel by newspaper, Internet or by placing signs on the vessel, or by way of any other medium.

5. Buyers Deposit:

You may accept deposits from any person. If any deposit is forfeited, we shall each get one half of the deposit, but you shall not get any more than would have been your normal commission.

6. Other Brokers:

You may give the listing price and other data to other brokers and work with them to sell the vessel..

7. Commission:

I will pay you the 10% commission under this agreement; (a) if a buyer and I sign a binding sales contract at any price or terms during the listing period no matter who finds the buyer. (b) if you find a buyer who is ready willing and able to pay the asking price and meet the other terms of this listing even if I refuse to sign a written sales contract. (c) if I sign a written sales contract within the protection period, your prospects include only those persons to whom the vessel was presented during this listing. I understand that I am responsible to pay you a 10% commission when the vessel sells. I will pay the commission in U.S. Dollars.