

AUCTION AGREEMENT

THIS AGREEMENT entered into this _____, day of _____, 2005 by and between The Auction Company & Associates, Inc., 745 U.S, Highway 1, Suite 104, North Palm Beach, FL 33408, Phone: 561-844-7110, hereinafter referred to as AUCTIONEER, and East West Yachts, Yacht-Ship Brokerage, 3 Avenue A, Ft. Pierce FL 34950 And

_____ of _____, (city) _____, (ST) _____, (zip) _____, a telephone: _____ hereinafter referred to as SELLER/OWNER.

FOR AND IN CONSIDERATION of the services to be performed by AUCTIONEER, the undersigned SELLER/OWNER of the property/yacht hereinafter described, hereby employs and grants AUCTIONEER the Exclusive Right to Sell to registered bidders and any persons buying as a result of advertising said Auction the following described property/yacht for a period of one hundred twenty (120) days after date of Auction.

This Exclusive Right to Sell specifically includes the right to sell the below described property/yacht at Public Auction, to the highest bidder on February 18th, 2005 and up to one hundred twenty (120) days after said Auction date. SELLER/OWNER warrants and represents to AUCTIONEER that SELLER/OWNER owns, has full authority and lawful power to sell and shall deliver title to the below described property/yacht, free of all claims, encumbrances or indebtedness. Said property/yacht is located at and is described as:

TERMS OF AUCTION: Seller/Owner agrees to sell property/yacht ABSOLUTE unless otherwise noted.

AUCTIONEER SHALL:

- 1) Sell said property/yacht, which shall be paid for on day of Auction (or otherwise agreed to by Seller in above TERMS). Property/yacht that is paid for, but not taken shall be subject to private or public resale by AUCTIONEER for a period of ninety (90) days after failure and the amount thereof shall be included in gross sale.
- 2) Keep accurate records of said Auction.
- 3) Coordinate with Sunshyne Design, Inc., as advertising agent for The Auction Company & Associates, Inc., all layout, design and contracting of promotional materials.
- 4) Promote Auction to the best of Auctioneer's ability, to provide exposure of property/yacht in the marketplace.

EAST WEST YACHTS AGREES:

- 1) To accept from the owner information regarding the property/yacht.
- 2) To promptly answer and follow up all inquiries.
- 3) East West Yachts will assist in the preparation of all ads. and promotional materials.
- 4) To assist Auctioneer in closing the sale of the herein described property/yacht.

SELLER/OWNER SHALL:

- 1) Maintain and provide access to property/yacht. Furnish public liability insurance if Auction is on-site and/or previews will be conducted.
- 2) Not sell, dispose of or otherwise withdraw from the Auction during the exclusive period herein.
- 3) Acknowledge any offer presented prior to Auction, which may be used as opening bid at Auction.
- 4) Not interfere, prevent, or prohibit Auctioneer, in any manner prior to or during Auction, from carrying out the duties and obligations of this agreement.
- 5) Warrant the property/yacht is being sold free of all liens and encumbrances and title(s) will be good, clear, marketable title(s) at closing(s).

- 6) Pay all expenses of promotion, advertising, marketing and conduction of the Auction and herewith tenders to Sunshyne Design, Inc., as contractor for all promotion, advertising, marketing and conduction of the Auction, the amount of two percent (2%) of the estimated value of the property/yacht. Said amount is due with the return of this signed contract.
- 7) In the event of breach of covenants contained herein, pay AUCTIONEER/EAST WEST YACHTS damages of ten (10%) percent of the selling price plus all expenses, including but not limited to court cost, attorneys fees. Claims shall take place in Palm Beach County or St. Lucie County and shall be settled by binding arbitration.
- 8) Should Buyer default, forfeited deposit will be split equally between AUCTIONEER/EAST WEST YACHTS & Seller/Owner.
- 9) Give East West Yachts permission and authority (which includes Power Of Attorney) to close and disburse AUCTIONEER expenses and commission(s) in accordance with this document and any other documents in conjunction with the sale.
- 10) Provide AUCTIONEER with copy(s) of Title(s) and/or proper documentation showing legal ownership.
- 11) To keep East West Yachts informed of the location of the yacht and to make it available for inspection at reasonable hours when not in use by the Owner or owner's guests.
- 12) To refer immediately to East West Yachts all inquires of Brokers or others interested in purchasing the property/yacht.
- 13) In the event the yacht is sold, auctioned, traded, donated or otherwise disposed of during the term of this Agreement, the owner agrees to pay East West Yachts a commission of ten percent (10%) of the gross selling price of the yacht. This amount (ten percent) 10% of the gross selling price shall be paid to East West Yachts at the time of closing, which shall be in addition to any/all fees paid by the Buyer. The Owner further agrees to pay the same commission should he, at any time within one hundred twenty (120) days after the termination of this Agreement, sell, trade, donate or otherwise dispose of the yacht to any party to whom East West Yachts or any other Broker submitted the yacht during the term of this Agreement.
- 14) Seller/Owner pay for and provide a current/valid and up-to-date survey by a SAMS/NAMS accredited surveyor of said property/yacht prior to _____.

Nothing herein contained shall be construed to or constitute the parties hereto as partners.

Date: _____

SELLERS:

Signature

Printed Name

Signature

Printed Name

Date: _____

The Auction Company & Associates, Inc.

James J. Accursio - Auctioneer

Date: _____

East West Yachts

Gregory W. Bracken – President/Broker

Note: Contracts with Corporations must furnish the Resolution of the Board of Directors authorizing proper personnel to sign. Seller must furnish Deed or other proper documentation showing ownership/authorization.

FOR PURPOSES OF DETERMINING THE VALIDITY OF THIS AGREEMENT AN ELECTRONIC TRANSMISSION (FAX) COPY OF THE ORIGINAL AND ANY SIGNATURE THEREON SHALL BE DEEMED AN ORIGINAL.

(initials)

(initials)

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