



Purchase Agreement

Date: _____

I (Purchaser) hereby offer to purchase from the owner (seller), through Antique Boat America Broker), the following described boat:

Located at: _____ with the following terms and conditions:

1. The sale shall include all equipment, trailer, and cover as listed on the boat including:

a.) The sale shall be contingent upon:

b.) This offer shall be valid until:

After which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the buyer in full without interest.

2. The purchase price shall be \$ _____, payable as follows;

a) \$ _____ as earnest money to apply to the purchase price to be held by the Broker in escrow, pending closing. If this offer is not accepted, or if the Seller defaults in the performance of the Contract, the earnest money in full shall be promptly returned to the Purchaser. If the Purchaser defaults in the performance of this Contract, then one half of the deposit shall be retained by the Broker, not as liquidated damages, but to apply to the damages which the Seller and Broker may suffer on account of the default of Purchaser.

b) The balance of the purchase price shall be paid in cash, certified, building and loan, or cashier's check upon delivery of the title at the time set forth or at such sooner time as mutually agreeable by the parties hereto.

3. Title to said boat and/or trailer, or similar proof of ownership, shall be conveyed on a date to be determined _____, free, clear and unencumbered as of the date of closing and after clearance of any funds issued.

Buyer Initials: _____ Seller Initials: _____



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4. Seller shall have the right to remove any and all encumbrances and liens, at the time of delivery of title, out of the purchase moneys.

5. Seller agrees that upon delivery of title, the boat shall be in the condition as it is on the date of this offer, reasonable wear and tear expected. If the boat is damaged or destroyed by fire or other casualty prior to closing, the Purchaser, at his option, may terminate this contract by written notice to the Seller.

6. Possession shall be given Purchaser at the time of closing and Seller is to have all rights of possession prior to closing.

7. Purchaser represents that he has inspected, or had inspected, said boat and its equipment and is aware of condition and acknowledges that no warranties, either expressed or implied, have been made by the Broker or Seller as to the condition of the boat and its equipment.

8. This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement or understanding will cancel or vary the terms of this Contract. The masculine pronoun, whenever used herein, shall include the feminine pronoun. The singular shall include the plural. This offer shall remain open for acceptance until midnight, and a signed copy hereof shall be promptly delivered to the Purchaser upon acceptance. Purchaser acknowledges receipt of a copy of this offer.

9. The buyer acknowledges that the duty of Antique Boat America is to transfer the LOT to the buyer "As-Is, Where-Is" upon full performance by the buyer

10. The buyer waives and releases Antique Boat America from and against any and all claim, demand, liability, or expense arising out of or related to the LOT.

Buyer agrees not to join Antique Boat America as a defendant in any action or proceeding arising directly or indirectly out of the condition of the lot or any alleged representations concerning the lot, and further agrees to look solely to the seller with respect to such matters.

If buyer fails to comply with this provision, buyer agrees to reimburse Antique Boat America for all costs, expenses and fees, including attorney fees in defense of such claims.

Buyer Initials: _____ **Seller Initials:** _____



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Buyer's Acceptance

Date: _____

Signature: _____

Seller's Acceptance

Date: _____

Signature: _____

I as Seller accept the above offer submitted by Antique Boat, as Broker, and agree to pay a Commission of ten percent (10%) or \$500 (whichever is greater) of the purchase price.

Receipt of Broker

Date: _____

Amount Received: _____

Broker acknowledges receipt of \$ earnest money in accordance with the terms of the foregoing Contract.

By: _____

Notes:



Purchase Agreement

**Listing
Number:**

Buyer Name: _____

Address: _____

**Buyer
Information:**

City: _____

State: _____

Zip Code: _____

Phone #: _____

Business #: _____

Fax #: _____