



GIBSOL LTD t/a Global Boat Auctions, 1 Colleton Crescent, Exeter, Devon,
EX2 4DG (the "Auction House")

YACHT AUCTION LISTING AGREEMENT

The "Seller"	
Owning Entity: [Full Legal Name]	
Ultimate Beneficial Owner (if different):	
Address:	
Contact Name:	
Phone:	
Email:	

This Listing Agreement ("Agreement") is made on _____20__, between the Auction House and the Seller, and whereby each party agrees to the following terms and conditions:

1. Vessel Information

The "Vessel"	
Vessel Name:	
Make/Model:	
Year:	
Length:	
Hull Identification Number (HIN):	
Registration/Documentation No.:	
Location of Vessel:	
Engine(s):	
Notable Equipment/Upgrades:	

2. Grant of Exclusive Listing

The Seller hereby grants the Auction House the **exclusive right to market, list, and sell** the above-referenced yacht through public or online auction for a period of **45 days** from the date of this Agreement (the "Period of Exclusivity").

3. 3rd Party Sales Agents

The following approved yacht broker is authorised to act on behalf of the Seller:

Name:	
Yacht Brokerage Company:	
Address:	
Phone:	
Email:	

4. Reserve Price

The yacht shall be offered:

- ☐ **With Reserve**, at a minimum price of **£GBP** _____ or
- ☐ **Without Reserve (Absolute Auction)**, to be sold to the highest bidder regardless of price.
- ☐ **Seller Confirmation** required if highest bid is below reserve price

Any change to the reserve must be made in writing and acknowledged by both parties.

5. Auction Date and Venue

The auction will be conducted on:

Date: _____ 20____

Platform: Online

6. Commission and Fees

Upon a successful sale, the Seller agrees to pay the Auction House:

- Commission:** ____% of the final bid price, **or** a flat fee of **£GBP:** _____
- Entry/Marketing Fee: £GBP:** _____ (non-refundable), due upon signing this Agreement.
- Additional fees (if any): _____

Commission shall be due and payable at closing.

7. Seller's Representations and Warranties

The Seller represents and warrants that:

- they are the lawful owner of the yacht, free of all liens, encumbrances, and claims (unless disclosed in writing).
- the yacht is in their lawful possession and available for inspection.
- all information provided is true and accurate to the best of their knowledge.

8. Seller's Responsibilities

The Seller agrees to:

1. provide Vessel details (see Appendix 1), surveys, photographs and boat documentation (Safety, Registration)
2. disclose to the Auction House all Known Defects and/or Damage Reports
3. cooperate with the Auction House to facilitate viewings, surveys, and documentation.
4. provide a representative to meet potential buyers during planned visits
5. keep the Vessel insured and maintained until the change of ownership/completed sale takes place

9. Auction House's Duties

The Auction House agrees to:

1. market and advertise the yacht professionally prior to auction.
2. limit the viewing days to two per month
3. conduct the auction in accordance with applicable laws and ethical standards.
4. collect and disburse funds according to the terms of sale.
5. provide the Seller with a written report of the auction results.

10. Completion Process

Upon a successful sale:

1. **If the Vessel is under £500,000 in value,**
 - a. the Auctioneer shall collect payment from the buyer, deduct authorised fees and commissions, and remit the net proceeds to the Seller within **4** business days after clearance of funds and execution of all necessary transfer documents.
 - b. the Seller agrees to transfer the ownership to the successful bidder at the highest bid price (over any Reserve Price as stated in Clause 3)
2. **For all other Vessels,** the Seller agrees to enter into an industry standard Memorandum of Agreement which will document the completion process, including Survey and Sea Trial where required

11. Cancellation

Either party may cancel this Agreement prior to the auction date with **21 days' written notice**, provided that all incurred marketing costs and fees are reimbursed to the Auction House. If cancelled after the yacht has been listed or promoted, the entry fee remains non-refundable.

12. Non-Auction Sale

In the event that during the Period of Exclusivity, the Yacht is either sold or transferred to a 3rd party outside of the auction process, all Commission and Fees will still fall due under this agreement, irrespective of whether or not the buyer or transferee was introduced by the Auction House

13. Indemnification

Each party agrees to indemnify and hold harmless the other from any loss, claim, or liability arising from their own acts or omissions in connection with this Agreement.

14. Governing Law

This Agreement shall be governed by and construed under the laws of the United Kingdom and any disputes shall be resolved in the courts of England and Wales.

15. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written agreements related to the subject matter herein. Any amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER

Signature: _____

Printed Name: _____

Date: _____

AUCTION HOUSE/BROKER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX 1-

BOAT DETAILS (Please provide as much information as possible)

Section	Field	Details
1. Basic Information	Boat Name	
	Make	
	Model	
	Year Built	
	Hull Identification Number (HIN)	
	Registration Number	
	Flag / Port of Registry	
	Vessel Type (Sail, Motor, RIB, etc.)	
	Category (Pleasure, Commercial, etc.)	
2. Dimensions	Length Overall (LOA)	
	Beam (Width)	
	Draft	
	Displacement (Weight)	
	Hull Material	
3. Engine & Propulsion	Engine Manufacturer	
	Model / Type	
	Fuel Type	
	Horsepower (HP)	
	Number of Engines	
	Engine Hours	
	Drive Type (Outboard, Inboard, Sterndrive)	
4. Navigation Equipment	GPS / Chartplotter	☐ Yes ☐ No Brand/Model: _____
	VHF Radio	☐ Yes ☐ No
	Radar	☐ Yes ☐ No
	Autopilot	☐ Yes ☐ No
	Compass	☐ Yes ☐ No
	Depth Sounder / Fish Finder	☐ Yes ☐ No
5. Safety Equipment	Lifejackets	☐ Yes ☐ No – Quantity: _____
	Fire Extinguishers	☐ Yes ☐ No
	EPIRB	☐ Yes ☐ No
	Flares	☐ Yes ☐ No – Expiry: _____
	Liferaft	☐ Yes ☐ No – Capacity: _____
	Bilge Pumps	☐ Manual ☐ Electric ☐ Both
6. Interior & Comfort	Number of Cabins	
	Number of Berths	
	Toilet / Head	☐ Manual ☐ Electric
	Shower	☐ Yes ☐ No

	Galley (Stove, Sink, etc.)	☐ Yes ☐ No
	Water Capacity	litres
	Fuel Capacity	litres
	Heating / Air Conditioning	☐ Yes ☐ No Type:
7. Deck & Exterior	Anchor & Windlass	☐ Manual ☐ Electric
	Bimini / Sprayhood / Canopy	☐ Yes ☐ No
	Swim Platform / Ladder	☐ Yes ☐ No
	Deck Shower	☐ Yes ☐ No
	Cockpit Table	☐ Yes ☐ No
	Deck Material	
8. Electrical Systems	Shore Power Connection	☐ Yes ☐ No
	Battery Type & Number	
	Inverter / Charger	☐ Yes ☐ No
	Solar Panels / Wind Generator	☐ Yes ☐ No
9. Trailer (if applicable)	Included?	☐ Yes ☐ No
	Type	
	Condition	
	Braked / Unbraked	
10. Legal & Docs	Proof of Ownership	☐ Yes ☐ No
	CE / RCD Compliance (EU only)	☐ Yes ☐ No
	VAT Status (Paid / Not Paid / Exempt)	
	Builders Certificate	☐ Yes ☐ No
	Bill(s) of Sale	☐ Yes ☐ No
	Service / Maintenance Records	☐ Yes ☐ No
	Survey Report (Date)	
	Lien / Finance Outstanding	☐ Yes ☐ No – Amount: £_____

APPENDIX 2-

Other Documents Included:

- ☐ Schedule A — Known Defects / Damage Report
- ☐ Schedule B — Survey Report
- ☐ Schedule C — Photographs / Condition Photographs
- ☐ Schedule D — Safety Certificates / Documents