



Offer Form

Receipt of this signed "official offer form" must be acknowledged by a Jarrett Bay Yacht Sales Representative. Faxing or transmitting electronically or verbally without acknowledgement does not constitute an offer.

GENERAL INFORMATION:

Name: _____ Email: _____
Address: _____
City: _____ State/County: _____ Zip: _____
Telephone: (H) _____ (O) _____ Mobile: _____

Referral by (circle one): Internet Magazine Yacht World Friend
Other _____

VESSEL INFORMATION:

MAKE/MODEL: _____ SIZE: _____ YEAR: _____

GROSS OFFER: _____

Conditions of Offer:

OFFER PROCEDURES:

1. Bids are closed according to the times indicated, at 4:00 pm Eastern Time. Offers are opened and the high offer on each vessel is submitted to the Seller (i.e. Bank, Agency or Owner) on the following morning. The Seller, at its sole option, may accept or reject the offer or make a counter offer. Responses typically occur within 48 hours.
2. All vessels are sold AS IS, WHERE IS, with no warranties, express or implied, as to condition or fitness for a particular purpose.
3. Upon verbal notification of acceptance of an offer, a 10% deposit will be required to move forward in the process. The balance due on the gross offer may be paid by cash, financing or bank wire transfer. No drafts, personal, company or certified checks or credit cards will be accepted. The buyer has ten (10) working days to complete any "conditions" as set forth and pay the amount due IN FULL. Failure to close the transaction within ten (10) business days after notice of acceptance may result in forfeiture of the deposit and the boat will be placed back into the next auction cycle.
4. Bidder must remove the vessel from the facility or make storage arrangements after closing. Storage charges will accrue on ALL vessels until vessel departs at the standard rates applicable.

BUYER(S) & SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND EVERY PROVISION ON THIS PAGE.

Bidders Signature(s) Initials _____

NOTICE TO CUSTOMERS REGARDING TITLING OR DOCUMENTATION: The said vessel is being purchased free and clear of all debts, claims, liens and encumbrances of any kind whatsoever, except as noted hereinafter, and the Seller warrants and will defend that he has good and marketable title thereto and will deliver to the agent all necessary documents for transfer of title to the Buyer on or before the closing date. All transfer of title and USCG documentation is done by an outside firm, for an additional fee.

IMPORTANT INFORMATION REGARDING SALES TAX: Sale or use taxes, if applicable on this purchase, are the responsibility of Buyer and will be collected by the agent at time of closing.

DISCLAIMER: Information on the vessel is believed to be good and correct and the AGENT offers such information in good faith, but does not and cannot guarantee the accuracy of the information. After the provisions herein have been compiled with and this transaction has been consummated, it is understood and agreed that the Buyer has accepted the vessel in its "as is" condition, and no warranty, either expressed or implied, and no representation as to the condition of said vessel has been or is binding upon Agent.

The Buyer is at least 18 years of age.

METHODS OF PAYMENT: By financing, cash or bank wire transfer. No drafts, personal or company checks or certified checks or credit cards accepted, other than the initial deposit.

I agree that I have thoroughly read, understand and agree to all the terms and conditions stated above. If Litigation arising out of or relating to this offer is commenced; the prevailing party is entitled to recover its attorney's fees and costs.

Bidders Signature:

Dated: _____, 2009

BUYER(S) & SELLER(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND EVERY PROVISION ON THIS PAGE.

Bidders Signature(s) Initials _____