

FILLABLE CONTRACT FOR PURCHASE AND SALE AGREEMENT

Contract Location: _____

SELLER DETAILS

Full Legal Name: _____

Government Issued ID Number: _____

Residential Address: _____

Phone Number / Email: _____

BUYER DETAILS

Full Legal Name: _____

Government Issued ID Number: _____

Residential Address: _____

Phone Number / Email: _____

PROPERTY (VESSEL) DETAILS

Make / Model: _____

Year of Manufacture: _____

Length Overall (LOA): _____ Beam: _____

Hull Identification Number (HIN): _____

Registration / Title Number: _____

Current Condition of Vessel: _____

SALE TERMS AND PAYMENT

Purchase Price (USD): _____

Payment Method and Schedule: _____

Clause 1 - Agreement to Sell and Purchase

Seller agrees to sell and Buyer agrees to purchase the vessel described above, including all appurtenances, tackle, gear, and installed equipment (collectively, the “Vessel”), subject to the terms and conditions herein. Seller represents full right, title, and authority to convey the Vessel.

Clause 2 - Condition of Vessel; AS-IS WHERE-IS

The Vessel is sold AS-IS, WHERE-IS, with all faults and without any warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. Buyer acknowledges inspection opportunity and accepts the Vessel’s condition except for rights under survey or sea trial clauses.

Clause 3 - Delivery of Documents and Equipment

At Closing, Seller shall deliver all keys, equipment, accessories, documentation including title, registration, manuals, maintenance records, and invoices. A complete inventory of all included and excluded items shall be attached as a Schedule to this Agreement.

Clause 4 - Seller's Representations and Warranties

Seller represents that Seller is sole legal owner with good and marketable title free of liens, and that all vessel identification numbers are true and unaltered. Seller has disclosed all known material defects. These representations survive Closing as allowed by law.

Clause 5 - Sea Trial and Marine Survey

Buyer may conduct a sea trial and/or marine survey by a qualified inspector within an agreed period after execution. Buyer may terminate if material defects are found, providing notice and refunding deposits less expenses as agreed.

Clause 6 - Risk of Loss and Delivery

Risk of loss passes to Buyer upon physical delivery of the Vessel at the agreed location. Seller shall maintain the Vessel in substantially the same condition until delivery.

Clause 7 - Purchase Price and Payment Terms

Total Purchase Price and deposit amounts are specified herein. Payments shall be made by wire transfer, cashier's check, or other agreed methods at Closing. Escrow arrangements may be documented separately.

Clause 8 - Taxes, Fees, and Registration

Buyer is responsible for all taxes, fees, registration, titling, and documentation fees post-Closing. Seller shall pay costs required to release existing liens or encumbrances at or before Closing.

Clause 9 - Liens and Encumbrances

Seller warrants the Vessel will be transferred free of liens and encumbrances. Seller will indemnify Buyer for any post-Closing claims arising from Seller's ownership period.

Clause 10 - Title and Closing Deliverables

Seller shall deliver title, bills of sale, lien releases, and necessary documentation. Buyer shall deliver Purchase Price and other documents as required for transfer.

Clause 11 - Maintenance Until Closing

Seller agrees to maintain the Vessel in good condition until delivery and notify Buyer of any adverse changes.

Clause 12 - Insurance and Transport

Buyer shall arrange insurance and transport post-delivery unless otherwise agreed. Costs and risks related to relocation prior to Closing are the responsibility of the requesting party.

Clause 13 - Personal Information

Parties agree to process each other's personal information solely for contract negotiation, execution, compliance, and related lawful purposes with appropriate safeguards.

Clause 14 - Confidentiality

Contract terms and any non-public information exchanged are confidential and shall not be disclosed except to professional advisors, lenders, insurers, or as legally required.

Clause 15 - Default and Remedies

If either party materially breaches this Agreement and fails to cure within the agreed period after notice, the non-breaching party may terminate and seek remedies including retention or recovery of deposits as liquidated damages.

Clause 16 - Severability

If any provision is invalid or unenforceable, remaining provisions remain effective and the invalid provision shall be

replaced by a valid one reflecting the parties' intent.

Clause 17 - Entire Agreement and Amendments

This Agreement and attached Schedules constitute the entire agreement. Amendments are effective only if in signed writing.

Clause 18 - Notices

All notices shall be delivered by hand, certified mail, overnight courier, or electronic means capable of confirmation to the addresses specified herein.

Clause 19 - Governing Law; Venue; Jury Waiver

This Agreement is governed by the laws of the relevant State. Parties consent to exclusive jurisdiction and venue of state or federal courts therein and waive trial by jury to the maximum extent permitted.

Clause 20 - Execution and Counterparts

This Agreement may be executed in counterparts including electronically. Attached Schedules are incorporated by reference. Parties have executed as of the date set forth above.

SELLER SIGNATURE

Full Name (Print):

Date:

Signature:

BUYER SIGNATURE

Full Name (Print):

Date:

Signature:

Original source of this document:

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