

# BROKER AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Broker Name: \_\_\_\_\_

Broker Address: \_\_\_\_\_

Broker Phone/Email: \_\_\_\_\_

## Client Information:

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Phone/Email: \_\_\_\_\_

## Broker Services:

Broker agrees to provide brokerage services related to the purchase and/or sale of vessels, including marketing, negotiation assistance, and coordination of necessary documentation, all in accordance with the terms set forth in this Agreement.

## Broker's Authority:

Broker shall act as the exclusive agent for the Client with respect to the transaction(s) described herein, subject to any limitations expressly set forth in this Agreement. Broker is authorized to advertise, negotiate, and enter agreements on behalf of the Client solely as provided in this Agreement.

## Compensation and Fees:

Client agrees to pay Broker a commission of \_\_\_\_\_ % of the final purchase or sale price of the vessel, payable upon closing of the transaction. If the transaction does not close, no commission shall be due unless otherwise agreed in writing. Expenses incurred by Broker with Client's prior approval shall be reimbursed.

## Term and Termination:

This Agreement shall commence on the date signed by both parties and shall continue until the earlier of completion of the transaction or termination by either party upon written notice. Termination shall not affect obligations accrued prior to termination.

## Client Representations and Warranties:

Client represents that they have full authority to enter into this Agreement and to consummate the transaction. Client agrees to provide all information and documentation necessary for Broker to perform services under this Agreement.

## Broker Representations and Warranties:

Broker represents that they hold all necessary licenses and permits required to perform brokerage services in the relevant jurisdiction(s) and shall perform their duties in accordance with applicable laws and ethical standards.

**Confidentiality:**

Both parties agree to maintain the confidentiality of non-public information exchanged in connection with this Agreement, except as required by law or with prior written consent of the other party.

**Indemnification:**

Each party agrees to indemnify and hold harmless the other party and its agents from any claims, damages, or liabilities arising from their respective actions or omissions under this Agreement, except to the extent caused by gross negligence or willful misconduct.

**Limitation of Liability:**

Broker's liability for any claim relating to this Agreement shall be limited to the amount of commissions paid by Client. In no event shall Broker be liable for consequential, incidental, or punitive damages.

**Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Dispute Resolution:**

Any disputes arising out of or relating to this Agreement shall be resolved first through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to the subject matter herein. Any amendments must be in writing and signed by both parties.

**Severability:**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Waiver:**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or

subsequent breach.

**Notices:**

All notices required or permitted under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt.

**Counterparts and Electronic Signatures:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (e.g., PDF, fax, email) shall be deemed original.

**BROKER'S SIGNATURE**

**CLIENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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