

# OFFER TO PURCHASE AND SALES AGREEMENT

**TO:** Joanne Mitton, trading as Adelaide Boat Sales (the agent)

## **OFFER**

I, \_\_\_\_\_

of Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

("the purchasers") offer to purchase:

Boat name: \_\_\_\_\_ Make/Model: \_\_\_\_\_

Together with the items set out in the online 'Vessel Information Schedule' annexed hereto.

## **PARTICULARS**

1. Purchase price \_\_\_\_\_

2. Deposit Payable on execution of this document (held in trust account) \_\_\_\_\_

3. The balance of the purchase price to be paid on or before settlement date. \_\_\_\_\_

4. Settlement date \_\_\_\_\_

5. The offer is subject to the conditions annexed to this agreement.

**PURCHASER:** \_\_\_\_\_ **WITNESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **ACCEPTANCE**

I, \_\_\_\_\_

of Address: \_\_\_\_\_

("The Vendor") by my signature accept the offer.

**VENDOR:** \_\_\_\_\_ **WITNESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONDITIONS**

1. Subject to inspection of the vessel by purchaser, test sail and survey out of the water at the purchasers cost. If inspection, test sail or survey are not to the purchaser's satisfaction notice must be given to Adelaide Boat Sales Pty Ltd within 24 and the deposit refunded in full within 24 hours of notice.
2. On settlement the vendors shall hand over to the purchaser the vessel with those items described in schedule 1 annexed to this agreement along with any documents relating to the vessel.
3. The vessel and the items described in Schedule 1 shall remain in the vendors possession and at the vendors risk and expense until she is handed over to the buyers on settlement date or before if purchase price paid and agreed.
4. The vendor and the purchaser authorize the agent to deduct the agent's selling fee from monies paid in pursuant to this agreement.
5. All the information available on the vessel is believed to be correct and the agent offers the information in good faith but cannot guarantee the accuracy of the information nor warrant the condition of the vessel.
6. It is agreed that if any dispute arises between the purchaser and the vendor or with any third party the agent shall not be required to determine the dispute or to take any further action with regard to this agreement and the agent may await settlement of any such dispute by appropriate legal proceedings or otherwise as my be required and not withstanding anything contained within this agreement.
7. The vendor agrees to provide all gear as set out in Schedule 1 and assist the purchaser with the function of gear and equipment.

**PURCHASER:**\_\_\_\_\_ **WITNESS:**\_\_\_\_\_

**DATE:**\_\_\_\_\_ **DATE:**\_\_\_\_\_

**VENDOR:**\_\_\_\_\_ **WITNESS:**\_\_\_\_\_

**DATE:**\_\_\_\_\_ **DATE:**\_\_\_\_\_