

# **CRAZY MIKE'S ONLINE BOAT AUCTION**

**(A)**

**Oct 15- Nov 15 2009**

**MAYER YACHT SERVICE WEST END  
406 S. ROADWAY  
NEW ORLEANS, LA 70124**

.....A GREAT TIME TO MAKE A GREAT BUY

## **BROKERS LIST**

**BUTCH ROUSSEL 504-606-6282**

**JAY SMITH 504-512-3481**

**ROD ERSKINE 504-343-2961**

**GARY CALLIHAN 985-969-3540**

**MICHAEL MAYER 504-251-6565**

**DAVE MOORE 504-430-4961**

.....CALL YOUR MAYER BROKER FOR MORE  
INFORMATION....OTHER SELLING & BUYING  
BROKERS ARE WELCOME





**M G MAYER YACHT SERVICES  
WORK ORDER**

**(E)**

CUSTOMER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BOAT: \_\_\_\_\_

AUCTION.....AUCTION FEE 10-15-09 to 11-15-09  
\$250.00 \*\*\*

DOCKAGE.....\$350.00 for 10-15-09 to 11-15-09...ADDITIONAL DOCKAGE  
\$1.00/FT PER DAY

CLEAN.....CLEANING SERVICE \$60.00/HOUR + MATERIALS

MECHANICAL....MECHANICAL SERVICE \$85.00/HOUR + MATERIALS

\*\*\*LESS THAN 25 TONS

(CUSTOMER SIGNATURE) \_\_\_\_\_

CUSTOMER AGREES TO TERMS  
& CONDITIONS ON PAGE (F,F.1)

OR

CONFIRMATION BY EMAIL

ESTIMATE SUBJECT TO +/-15% & SALES TAX IF APPLICABLE.

## TERMS & CONDITIONS

(F)

THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS & CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN MAYER YACHT, INC. HEREINAFTER REFERRED TO AS MAYER, AND THE VESSEL DESCRIBED AND ITS OWNERS, HEREINAFTER REFERRED TO AS OWNER.

MAYER YACHT SERVICES AGREES TO REPAIR SAID VESSEL IN A GOOD AND WORKMANLIKE MANNER PURSUANT TO THE TERMS AS OUTLINED, AND THE OWNER AND/OR VESSEL AGREES TO PAY MAYER FOR SAID WORK, LABOR UNDERSTOOD AND AGREED THAT ALL WORK IS TO BE PERFORMED AT MAYER'S YACHT SERVICES USUAL AND CUSTOMARY TIME AND MATERIAL CHARGE. IT IS UNDERSTOOD AND AGREED THAT, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, MAYER YACHT SERVICES MAKES NO WARRANTIES EXPRESSED OR IMPLIED, WITH RESPECT TO MAYER'S WORKMANSHIP OR MATERIALS FURNISHED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE; NOR DOES MAYER ASSUME NOR DOES IT AUTHORIZE ANYONE ELSE TO ASSUME ON ITS BEHALF, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OR INSTALLATION OF EQUIPMENT MADE OR MANUFACTURED BY AN ENTITY OTHER THAN MAYER; WITH RESPECT TO SUCH EQUIPMENT, THE WARRANTIES AGAINST DEFECT IN MATERIAL AND WORKMANSHIP BY THE BUILDER AND/OR MANUFACTURER OF SUCH EQUIPMENT, ARE THE SOLE WARRANTIES, EXPRESSED AND/OR IMPLIED, PERTAINING TO THE SALE AND/OR INSTALLATION OF SUCH EQUIPMENT.

MAYER WARRANTS THE MATERIALS (WITH THE EXCEPTION OF EQUIPMENT MANUFACTURED BY OTHERS AS AFORESAID) AND WORKMANSHIP TO BE FREE OF DEFECT FOR A PERIOD OF SIXTY(60) DAYS AFTER COMPLETION OF SAID WORK AND MAYER'S LIABILITY IN CASE OF DEFECTIVE WORKMANSHIP OR MATERIALS SHALL BE LIMITED STRICTLY TO THE PROPER REPLACEMENT THEREOF. IN NO EVENT SHALL MAYER BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING FROM DEFECTIVE MATERIALS OR WORKMANSHIP, OR STEMMING FROM A BREACH OF WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO EQUIPMENT MANUFACTURED BY OTHERS, WHICH IS INSTALLED.

IN THE EVENT THAT EQUIPMENT MANUFACTURED BY OTHERS IS REMOVED AND/OR REPLACED FOR PURPOSED OF EFFECTING WARRANTY OR OTHER REPAIRS, IT IS UNDERSTOOD AND AGREED THAT THE EXPENSE OF SUCH REMOVAL AND/OR REPLACEMENT SHALL BE BORNE BY THE OWNER.

OWNER GRANTS MAYER PERMISSION TO OPERATE THE VESSEL NECESSARY FOR THE PURPOSE OF PICK UP, DELIVERY, TESTING AND/OR INSPECTION. IT IS UNDERSTOOD AND AGREED THAT ALL RISKS OF LOSS OR DAMAGE INCURRED IN CONNECTION WITH THE ABOVE SHALL BE ASSUMED BY OWNER AND MAYER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE ARISING OUT OF SUCH OPERATION.

MAYER SHALL PROCEED WITH DUE DILIGENCE TO EFFECT THE REPAIRS ENUMERATED ON THIS WORK ORDER, BUT MAYER SHALL NOT BE LIABLE FOR DELAYS DUE TO STRIKES, LABOR DIFFICULTIES, FAILURES OF SUPPLIERS TO DELIVER MATERIALS AND EQUIPMENT, FIRE, EXPLOSION, RIOTS, CIVIL DISTURBANCES, WEATHER, ACTS OF GOD, OR CONDITIONS BEYOND MAYER'S CONTROL. COMPLETION DATES ARE ESTIMATED ONLY, AND NOT GUARANTEED.

NO CLAIM FOR DAMAGES FOR NEGLIGENCE OR OTHERWISE, OR FOR DEFECTIVE WORKMANSHIP OR MATERIAL, SHALL BE VALID, AND MAYER SHALL BE DISCHARGED FROM ALL SUCH LIABILITIES THEREFORE, UNLESS SUCH CLAIM IS MADE TO MAYER IN WRITING WITH IN SIXTY(60) DAYS AFTER DELIVERY OF VESSEL OR COMPLETION OF THE WORK, WHICHEVER FIRST OCCURS.

MAYER SHALL BE LIABLE FOR ANY LOSS OR INJURY TO THE VESSEL CAUSED BY ITS WILLFUL OR NEGLIGENT FAILURE TO EXERCISE REASONABLE CARE BUT MAYER SHALL NOT BE RESPONSIBLE FOR DAMAGE TO SAID VESSEL WHILE IN THE POSSESSION OF MAYER;

NOR SHALL MAYER BE RESPONSIBLE FOR DAMAGE TO, OR LOSS OF, ANY ARTICLES OF PERSONAL PROPERTY, GEAR, OR OTHER APPURTENANCES LEFT ABOARD THE VESSEL, DUE TO FIRE, THEFT, PILFERAGE OR OTHERWISE, IT BEING UNDERSTOOD THAT THE VESSEL'S OWNERS, OWNER'S EMPLOYEES, REPRESENTATIVES, AGENTS, ETC. HAVE AT ALL TIMES ACCESS TO THE VESSEL AND, ACCORDINGLY, MAYER DOES NOT HAVE EXCLUSIVE CUSTODY, CARE AND CONTROL OF THE VESSEL AND/OR ITS CONTENTS, WHILE PERFORMING THE WORK DESCRIBED HEREIN. THE OWNER MUST GIVE WRITTEN NOTICE TO MAYER OF ANY CLAIM FOR LOSS OR DAMAGES WITHIN 15 DAYS AFTER THE LOSS OR DAMAGE BECOMES KNOWN OR REASONABLY SHOULD HAVE BECOME KNOWN.

THIS AGREEMENT INCORPORATES BY REFERENCE MAYER'S SHIPYARD RULES AND REGULATIONS INEFFECT AS OF THE DATE OF THE SIGNING OF THIS WORK ORDER, AND THEY ARE HEREBY MADE A PART OF THIS CONTRACTUAL UNDERTAKING.

NO ALTERATIONS, MODIFICATIONS AND/OR AMENDMENTS TO THIS AGREEMENT SHALL BE BINDING UNLESS IN WRITING AND DULY SIGNED BY AN AUTHORIZED AGENT OF MAYER.

OWNER HEREBY AGREES TO PRESENT TO MAYER FOR INSPECTION, THE VESSEL'S DOCUMENTS, IF REQUESTED BY MAYER.

THE PERSON SIGNING THIS WORK ORDER ON BEHALF OF THE OWNER AND/OR THE VESSEL REPRESENTS THAT HE IS AUTHORIZED BY THE OWNER TO ACCEPT THIS AGREEMENT.

(F.1)

LABOR RATES AND YARD FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

DOCKAGE CHARGES WILL BE INCURRED PRIOR TO THE SIGNING OF THE WORK ORDER AND THREE (3) DAYS AFTER THE WORK ORDER IS COMPLETED AND CUSTOMER HAS BEEN NOTIFIED.

OUTSIDE CONTRACTORS OR PAID WORKMEN ARE NOT PERMITTED TO WORK ON BOATS EXCEPT BY PERMISSION OF THE YARD. IF PERMISSION IS GRANTED, LIABILITY INSURANCE FOR THE WORKMEN MUST BE PROVIDED AND A CERTIFICATE OF INSURANCE IS TO BE SUPPLIED BY THE OUTSIDE CONTRACTOR.

LIABILITY OF OWNER: THE OWNER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS MAYER, ITS AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, SUITS, LOSSES, ATTORNEY FEES, LIABILITY AWARDS JUDGEMENTS AND EXPENSES OF ANY NATURE FOR DAMAGE TO PROPERTY OF FOR INJURY TO ANY PERSON OR PERSONS RESULTING FROM OR IN ANY WAY ARISING OUT OF THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER OR HIS AGENTS WHILE ON THE PREMISES OF MAYER AND MAYER IS HEREBY GIVEN AN ADDITIONAL LIEN ON THE VESSEL FOR ALL SUCH COSTS.

OWNERSHIP OF BOAT: THE BOAT DESCRIBED HEREIN IS ACCEPTED FOR REPAIRS BY MAYER YACHT, INC. ON THE EXPRESS REPRESENTATION OF THE OWNER THAT HE IS LAWFULLY AUTHORIZED TO REPAIR THE SAME. IF MAYER YACHT, INC. MAY BE LIABLE OR COMPELLED TO PAY IN CONNECTION WITH SUCH LITIGATION, AND MAYER YACHT, INC. IS HEREBY GIVEN AN ADDITIONAL LIEN ON SAID VESSEL FOR ALL SUCH COSTS, EXPENSES, AND ATTORNEY'S FEES.

EMERGENCIES: MAYER PREFERS TO DO WORK ON VESSELS ONLY WITH OWNER'S SPECIFIC INSTRUCTIONS. HOWEVER, MAYER DOES RESERVE THE RIGHT TO HAUL OWNER'S VESSEL, IF IN THE OPINION OF MAYER, AN EMERGENCY ARISES MAKING SUCH HAULING NECESSARY. OWNER AGREES TO PAY FOR EMERGENCY HAULING, TOGETHER WITH NECESSARY REPAIRS, AT REGULAR PREVAILING RATES.

I HEREBY AGREE TO SUBMIT MY VESSEL TO THE PROVISIONS OF FEDERAL RULE "C" OF THE MARITIME LAW ALLOWING FOR ARREST IN REM UPON DEFAULT.

ARBITRATION CLAUSE: SHOULD ANY DISPUTE ARISE RESPECTING THE TRUE CONSTRUCTION, REPAIR, OF REFURBISHING, OR MEANING OF THE WORK ORDER OR SPECIFICATIONS, THE SAME SHALL BE DECIDED BY A MARINE SURVEYOR WHOSE IMPARTIAL AND JUST DECISION SHALL BE FINAL AND CONCLUSIVE; BUT, SHOULD ANY DISPUTE ARISE RESPECTING THE TRUE VALUE OF THE EXTRA WORK OR OF THE WORK OMITTED BY THE SHIPYARD, OR THE CHANGES MADE BY THE OWNER, THE SAME SHALL BE REFERRED TO, AND VALUED BY, TWO COMPETENT DISINTERESTED PERSONS, ONE NAMED BY THE OWNER, AND THE OTHER BY M.G. MAYER YACHT SERVICES. THESE TWO SHALL HAVE THE POWER TO SELECT AN UMPIRE (HAVING NO CONNECTION WHATEVER WITH SAID WORK. AND THE DECISION OF ANY TWO OF THE AFORESAID PERSONS SHALL BE FINAL AND BINDING ON ALL PARTIES. EACH PARTY TO PAY HALF OF THE EXPENSE OF THE REFERENCE TO ARBITRATION.

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BROKER

(6)



## YACHT BROKERAGE CENTRAL LISTING AGREEMENT

- 1 On this date \_\_\_\_\_,  
2 (indicate which capacity: sole owner, joint owners, or corporate owner), hereafter referred to as the OWNER, authorizes  
3 \_\_\_\_\_, hereafter referred to as the BROKER, to sell the  
4 \_\_\_\_\_ named "\_\_\_\_\_"  
5 hereafter referred to as the YACHT.
- 6 A. The YACHT shall be listed for a total asking price of  
7 \_\_\_\_\_  
8 (\_\_\_\_\_) and shall not be advertised at any other price unless the OWNER  
9 notifies the BROKER of a price change.
- 10 B. The OWNER hereby grants the EXCLUSIVE RIGHT OF SALE to the BROKER referred to above, and agrees not  
11 to list the YACHT with any other party. The OWNER further agrees:
- 12 1. And warrants having good title and the lawful right to convey such title to the YACHT.
- 13 2. To furnish the BROKER with specifications, an inventory of the equipment to be included in the sale, a  
14 copy of the YACHT'S registration and/or Document, and photographs of the YACHT (if available).
- 15 3. To notify all prospective purchasers or brokers who contact the OWNER directly that negotiations must be  
16 conducted through the BROKER.
- 17 4. To supply the BROKER with the names of all prospective purchasers who contacted the OWNER directly.
- 18 5. To pay the BROKER a commission equal to \_\_\_\_\_ percent (\_\_\_\_%) of the selling price if  
19 the YACHT is in any manner sold, donated, traded, leased or chartered (for more than one month) during  
20 the term of this agreement, including any such transfer by OWNER. The commission shall be based upon  
21 the contract price accepted by the OWNER prior to any adjustments made to compensate a buyer for  
22 defects or discrepancies revealed subsequent to the OWNER'S acceptance of an offer.
- 23 6. To pay the same commission specified above if within one year of this agreement's termination the  
24 YACHT is sold, donated, traded, leased, or chartered (for more than one month) directly by the OWNER to  
25 any person or organization introduced to the YACHT by the BROKER during the term of this agreement.  
26 If the OWNER enters into such an agreement for the sale, donation, trade, lease or charter of the YACHT  
27 within one year of the termination of this agreement, the OWNER shall supply the name of the acquiring  
28 party to the BROKER. If the BROKER does not within fourteen days of receiving such notice claim his  
29 commission because the acquiring party was introduced to the YACHT as a result of his efforts, the  
30 BROKER's right to a commission shall cease.
- 31 7. OWNER agrees that BROKER's responsibility hereunder, in the event of a conflict of interest between  
32 BROKER, OWNER, and prospective buyer, is to undertake such acts and provide such information that  
33 will allow OWNER and prospective buyer to best utilize their independent judgment in reaching an  
34 agreement to enter into a yacht purchase and sale agreement.
- 35 C. The BROKER agrees:
- 36 1. To seek prospective purchasers for the YACHT through direct promotion of the YACHT.
- 37 2. To prepare information describing the YACHT and to distribute this information through its multiple  
38 listing system to selected yacht brokerage companies, hereafter referred to as "corresponding brokers."
- 39 3. To keep corresponding brokers informed as to the price, location and availability of the YACHT.
- 40 4. To pay any corresponding broker who sells the YACHT, a percentage of the commission received from the  
41 OWNER.
- 42 5. To promptly transmit all offers to the OWNER.

(H)

43 6. To waive any claim to a commission due under Section B. 6, above, of this agreement should the OWNER  
44 become obligated to pay a commission to another broker with whom the YACHT is listed subsequent to  
45 legitimate cancellation of this agreement. In such circumstances, the BROKER shall rely on the new  
46 listing broker's listing agreement for participation in whatever commission is earned.

47 D. Responsibility for the care, custody and control of the YACHT remains entirely with the OWNER. Although the  
48 BROKER may recommend storage, maintenance, and other providers of service, the final decision to employ such  
49 services remains with the OWNER. The BROKER shall not be held responsible for any damages suffered by the  
50 OWNER as a result of employing such services.

51 E. This agreement shall remain in effect for a minimum of six months and MAY ONLY BE CANCELLED WITH  
52 SIXTY DAYS ADVANCE WRITTEN NOTICE. This agreement is binding on the OWNER's heirs, executors,  
53 successors, administrators and assigns.

54 F. Any dispute, controversy or claim relating to this agreement, including but not limited to the interpretation thereof,  
55 or its breach or existence, which cannot be resolved amicably by the BROKER and OWNER shall be referred to  
56 arbitration which shall be the sole and exclusive forum for resolution and settlement of any dispute, controversy or  
57 claim between the parties. The arbitration shall be conducted in accordance with the Rules of the American  
58 Arbitration Association and shall be held in the city and state of the BROKER's office.

59 Any award of the arbitral authority shall be final and binding upon the BROKER and OWNER with respect to all  
60 disputes, claims or controversies encompassed therein, and the BROKER and OWNER shall comply with the said  
61 award without delay. The arbitral authority shall in its award, fix and apportion the costs of arbitration. The award  
62 of the arbitral authority may be enforced by any court having jurisdiction over the party against which the award has  
63 been rendered or where the assets of the party against which the award has been rendered can be located. The  
64 BROKER and OWNER agree that the issuance of an award by the arbitral authority shall be a condition precedent  
65 to the right of either party to institute any legal action or proceeding in any court on a matter relating to this  
66 agreement. The BROKER and OWNER further understand and agree that arbitration shall be the sole and exclusive  
67 forum for resolving any dispute, controversy or claim relating to this agreement and that neither party shall resort to  
68 any court except to compel arbitration, refer questions of law, or to confirm, vacate or modify any such award.

69 IN WITNESS WHEREOF, both parties have hereto placed their signatures on this agreement.

70 BROKER's representative: \_\_\_\_\_ OWNER(s) signature(s): \_\_\_\_\_  
71 \_\_\_\_\_  
72 \_\_\_\_\_

73 TELEPHONE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
74 Bus.: \_\_\_\_\_ Bus.: \_\_\_\_\_  
75 Cell.: \_\_\_\_\_ Res.: \_\_\_\_\_  
76 Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
77 Email: \_\_\_\_\_ Email: \_\_\_\_\_  
78 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
79 \_\_\_\_\_  
80 \_\_\_\_\_

81 HULL IDENTIFICATION NUMBER (HIN): \_\_\_\_\_

82 DOCUMENTATION NUMBER: (Please attach a copy of the certificate of documentation) \_\_\_\_\_

83 STATE REGISTRATION NUMBER (Please attach a copy of the state registration certificate): \_\_\_\_\_

84 Upon closing the sale of this vessel, are there any liens that must be satisfied? \_\_\_\_\_

85 Yacht location/Access Instructions:  
86  
87