

2901 SE Gran Park Way
Stuart, FL 34997



PALM CITY YACHTS

"We Put the Pleasure in Pleasure Boating"

1 (772) 220-3000
Fax 1 (772) 692-2670

In this contract the words I, ME and MY refer to the Buyer and Co-Buyer signing this contract. The word YOU and YOUR refer to the Retailer.
Subject to the terms and conditions on both sides of this agreement you agree to sell and I agree to purchase the following described unit.

BUYER(S)		CELL PHONE		BUSINESS PHONE		DATE OF ORDER				
ADDRESS			CITY		STATE		ZIP		DATE OF DELIVERY	
SALESPERSON		REQUESTED DELIVERY DATE		BUYER D.O.B. / /		CO-BUYER D.O.B. / /				
Stock #	MAKE	YEAR	MODEL & SIZE	SERIAL NO.	<input type="checkbox"/> NEW	<input type="checkbox"/> USED				
Stock #	MAKE	YEAR	MODEL & SIZE	SERIAL NO.	<input type="checkbox"/> NEW	<input type="checkbox"/> USED				
Stock #	MAKE	YEAR	MODEL & SIZE	SERIAL NO.	<input type="checkbox"/> NEW	<input type="checkbox"/> USED				
Stock #	MAKE	YEAR	MODEL & SIZE	SERIAL NO.	<input type="checkbox"/> NEW	<input type="checkbox"/> USED				

E-MAIL ADDRESS:	TOTAL PACKAGE PRICE ABOVE		
OPTIONAL EQUIPMENT AND ACCESSORIES:	OPTIONAL EQUIPMENT		
	DEALER PREP/TRANSPORTATION		
	LESS TRADE IN ALLOWANCE		
	TIRE WASTE FEE \$1.00 EACH		
	BATTERY WASTE FEE \$1.50 EACH		
	DEALER FEE		
	ELECTRONIC FILING FEE		
	TOTAL TAXABLE SALES		
	STATE SALES TAX		
	COUNTY TAX		
	REGISTRATION FEE		
	20 GALLONS OF FUEL \$100 PER ENGINE		
	TOTAL SALE PRICE		
	INCENTIVES		
	TRADE-IN PAYOFF		
	BALANCE DUE		
	ADDITIONAL DEPOSITS		
	DATE	CHECK#	AMOUNT
			\$
			\$
	TOTAL ADDITIONAL DEPOSITS		
	TOTAL DUE UPON DELIVERY		

WHEN THIS BOX IS CHECKED I UNDERSTAND THAT THE UNIT I AM BUYING FROM YOU DESCRIBED ABOVE IS BEING SOLD TO ME **"AS IS"** AND I ACCEPT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT AND THAT I DID USE MY OWN JUDGEMENT AND INSPECTION. **SIGNED** _____ **BUYER(S)**

Title to the above units shall pass to the Buyer when payment for the equipment has been made in full. (See par. #2 on the back of this agreement.)

DESCRIPTION OF TRADE-IN				
MAKE	YEAR	SIZE	SERIAL NO.	\$
MAKE	YEAR	SIZE	SERIAL NO.	\$
MAKE	YEAR	SIZE	SERIAL NO.	\$
AMOUNT OWNING (APPROX)		TO WHOM		
TOTAL TRADE-IN ALLOWANCE				\$

YOU AND I UNDERSTAND THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHANGES IN THE NET PAYOFF OF MY TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT. (See par. # 3 and 12 on the back of this agreement.)

You and I certify that the additional terms and conditions printed on the other side of this contract are agreed to as a part of this agreement, the same as if printed above the signatures. I certify that the optional equipment, accessories and insurance, if any, has been voluntarily purchased by me. My trade-in is free from all liens or encumbrances whatsoever, except as I have indicated herein. You and I agree that in any paragraph or provision should violate the law and/or is unenforceable, the rest of the contract will remain valid.

TRADE-IN DEBT TO BE PAID BY CUSTOMER

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT. I ALSO AGREE THAT THE BALANCE WILL BE PAID BY CASH. CASHIER'S CHECK. OR BY THE EXECUTION OF A RETAIL INSTALLMENT CONTRACT, OR A SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY.

PALM CITY YACHTS
Not valid Unless Signed and Accepted by an Officer or Manager of PALM CITY YACHTS
By: _____
Approved, Subject to Acceptance of Financing by Bank or Finance Company

SIGNED: _____ **BUYER(S)**
SIGNED: _____ **BUYER(S)**

ADDITIONAL TERMS AND CONDITIONS

In this contract the words, I, me and my refer to the Buyer and Co-Buyer signing this contract. The words you and your refer to the Dealer.

I understand that the term "rig" used in this agreement describes the Boat, Motor, Trailer or any item or combination of items as described on the front of the agreement.

I FURTHER AGREE (continued from other side of Contract):

1. IF NOT A CASH TRANSACTION. If this purchase is not a cash transaction, I will, BEFORE or AT THE TIME OF DELIVERY of the boat or rig purchased, in accordance with the terms and conditions on the other side of this contract, sign a retail installment contract, security agreement or other agreement as may be required by law.

2. TITLE. Title to the boat and/or rig purchased will remain with you until the agreed price is paid in full in cash, or I have signed a retail installment contract or security agreement and it has been accepted by a bank of finance company, at which time title passes to me even though the actual delivery of the unit purchased may be made at a later date.

3. REAPPRAISAL OF TRADE-IN. If I am making a trade-in and it is not delivered to you at the time of the original appraisal and if later, on its delivery, it appears to you that there have been material changes made in the furnishings or accessories, or in its general physical condition, you may make a reappraisal. I understand and agree that this later appraisal value will then determine the allowance to be made for my trade-in.

4. FAILURE TO COMPLETE PURCHASE. If I failure refuse to complete this purchase within the time frame specified by the agreed upon terms of this contract or as specified in the Uniform Commercial Code of the state of your jurisdiction or within an agreed upon extension of time, for any reason (other than cancellation because of an increase in price), you may keep that portion of my cash deposit which will reimburse you for expenses and other losses because I failed to complete my purchase. If I have given you a trade-in, you may sell the trade-in, at public or private sale and deduct from the money received an amount equal to the expenses and losses you have incurred because I failed to complete this purchase I understand you shall have all the rights of a seller upon breach of contract, under the Uniform Commercial Code of the Uniform Sales Act (as applicable). In the event legal action is brought by the dealer for the enforcement of the terms of this agreement or that the purchase agreement shall be referred to an attorney who takes action in any manner to enforce said agreement, purchaser agrees to pay reasonable attorney fees and court costs incurred by the dealer.

5. CHANGES BY MANUFACTURER. I understand that the manufacturer may make any changes in the model, or the designs, or any accessories and parts from time to time, and at any time, if the manufacturer does make changes, neither you nor the manufacturer are obligated to make the same changes in the unit I am purchasing and covered by this order, either before or after it is delivered to me.

6. TAXES. I understand that the price of the boat or rig I am purchasing does not include any tax or taxes imposed by any governmental agency or authority prior to or at the time of delivery unless it is written on the other side of this contract. I assume and agree to pay, unless prohibited by law, any and all taxes except income taxes that may be charged on my purchase regardless of the person having primary tax liability.

7. DELAYS. I will not hold you liable for delays caused by manufacturer, accidents, strikes, fires, or any other cause beyond your control.

8. EXCLUSION OF WARRANTIES. I UNDERSTAND THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED BY YOU FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. I UNDERSTAND THAT YOU MAKE NO WARRANTIES WHATSOEVER REGARDING THE BOAT OR RIG NOR FOR ANY APPLIANCES OR COMPONENTS CONTAINED THEREIN, EXCEPT AS MAY BE REQUIRED UNDER APPLICABLE STATE LAW.

9. MANUFACTURERS WARRANTIES, I UNDERSTAND THAT THERE MAY BE WRITTEN WARRANTIES COVERING THE BOAT OR RIG PURCHASED, OR ANY APPLIANCE(S) OR COMPONENT(S). YOU WILL GIVE ME COPIES OF ANY AND ALL WRITTEN WARRANTIES SUPPLIED BY MANUFACTURERS.

10. INSPECTION. I have examined the boat or rig and find it suitable for my particular needs. I have relied upon my own judgment and inspection in determining that it is of acceptable quality.

11. INSURANCE. I understand that I am not covered by insurance on the boat or rig purchased on the front of this. Contract and that it is my responsibility to secure insurance. I will not hold you responsible for any claims due to loss or damage whatsoever.

12. TRADE-INS. If I am trading in a used boat or rig, I agree and Certify

A. On the date of this Contract, the trade-in will become your property and I will deliver to you a certificate of title or registry or award of number of my trade-in showing name of the sole owner, together with proper bill of sale or other instrument of transfer sufficient to transfer title to you; along with the delivery of the boat or rig to your place of business.

B. If my Trade-in is registered or licensed in a state outside of the one where this order is written, I will immediately have the trade-in licensed and/or registered in the state you indicate and I will pay any and all expenses and registration or licensing fees required. If you handle the registration or licensing of the trade-in, I will reimburse you to (the expenses on demand or you may add that amount to this contract as if it had been originally included.)

C. I CERTIFY that this unit or rig is solely owned by me and that there are no liens or claims against my boat or rig except for those noted on the other side of this contract, and that all taxes of every kind have been fully paid in the event any government agency makes a levy or claims a tax lien or demand against my trade-in you may, at your option, either pay it and I will reimburse you on demand, or you may add that amount to this Contract.

D. I FURTHER CERTIFY that the trade-in is seaworthy, and that its equipment is in sound running condition that the engine block, manifold and cylinder head(s) are each free of cracks or defects. I understand that if within 30 days after delivery of my trade-in, you find that the boat is not seaworthy or the equipment is not in acceptable condition, that you may at your option cancel this Contract or make such repairs or replacements as are necessary to place it in a saleable condition and deduct the cost thereof from the trade-in allowance or bill me for such repairs, or charge these repairs to my credit card (Visa, MasterCard).

13. BROKERED BOATS. I understand that all brokered and used boats or rigs are sold "as is" and that you make no warranty whatsoever unless in writing on the other side. I have examined the used boat or rig and I am satisfied of its condition and that the optional equipment and accessories included with it is in good working order.

14. THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND ME AND THAT NO OTHER REPRESENTATION OR INDUCEMENT VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS CONTRACT OF SALE.