



AT **MAXIMO** MARINA
TAMPA BAY, FLORIDA

4880 37th St. South, St. Petersburg Florida, 33711 (727)-864-0310 Fax (727) 867-6860

OFFER TO PURCHASE AND DEPOSIT RECEIPT AGREEMENT

Made this _____ day of _____ 2003 _____ between _____
(hereafter called OWNER), Owner of the _____ (type of yacht), Yacht
called _____ L.O.A. _____ (hereafter called the YACHT), and
_____, (hereafter called the BUYER). This offer shall be valid until
_____.

1.) OWNER agrees to sell and BUYER agrees to buy the YACHT subject to terms and conditions contained herein and on attached document (s) designated as:

2.) Purchase price of the YACHT is _____ US
Dollars (\$_____).

3.) Upon signing of this agreement by the BUYER a deposit of: _____
_____ US Dollars (\$_____), shall be paid by the BUYER to West Florida Yachts, Inc. (hereafter
called the BROKER) and shall be held in Escrow by the BROKER.

4.) The BUYER shall give written acceptance or rejection of YACHT by: _____. If
written notification is not received by the BROKER on or before above time frame, it shall be construed as Acceptance
of YACHT by BUYER.

5.) If, after written or construed acceptance of YACHT, the BUYER fails to pay the balance of the amounts due,
including lawful taxes, and execute all papers necessary to be executed by the BUYER for the completion of this purchase,
according to the terms of this contract on or before _____, the Escrow Funds paid this date shall
be retained as liquidated and agreed damages to be divided between BROKER and OWNER and the parties to this contract
shall be relieved of all obligations.

6.) The BROKER offers details of the YACHT in good faith, but cannot guarantee the accuracy of this
information nor warrant the condition of the YACHT. It is understood and agreed that the BUYER may instruct any agents
or surveyors to investigate such details as the BUYER desires validated.

YACHT _____

7.) The YACHT is being sold and purchased "as is, where is" and is free of and clear of all debts, claims, liens and encumbrances of any kind whatsoever, except as noted hereafter: _____

If the OWNER defaults per the terms of this agreement and the sale is not consummated, the full commission is due and payable to the BROKER by the OWNER, and the expenses of the BUYER'S survey become the obligation of the OWNER. The OWNER warrants and will defend that the OWNER has a good and marketable title to the YACHT and the lawful right to sell same.

8.) On or before the date set forth for final payment (as indicated above), delivery of the YACHT shall be made at _____ together with all gear, machinery, equipment, furnishings and all other articles appurtenances belonging _____.

9.) It is agreed by all parties to this transaction that West Florida Yachts, Inc., as the selling BROKER of record, shall receive a commission. In the event that this is a "co-brokerage" sale, the corresponding broker _____ shall receive 30% of the earned commission upon the consummation of this transaction. In the event that West Florida Yachts is both the selling and listing agent, each party acknowledges that West Florida Yachts is representing both parties in this transaction. ____/____. In the event of a re-negotiation of the purchase price due to deficiencies discovered at survey, the brokerage commission will not be adjusted and will remain unchanged.

10.) In the event that this sale is not consummated by reason of death of either party, by BUYER'S rejection of the contingencies of section (1) of this offer, or by destruction of the YACHT by any reason, including an act of God, the Escrow Funds shall be returned, providing all expenses incurred by the BUYER against the YACHT have been paid and this agreement shall be null and void. This contract is binding on the SELLER and BUYER, their heirs, executors or assigns, as soon as executed by both parties hereunto.

BUYER _____

DATE: _____

SELLER _____

DATE: _____

Receipt of a deposit in the amount stated above is hereby acknowledged by:

DATE: _____