

# PURCHASE CONTRACT FOR A USED PLEASURE CRUISER/YACHT



For transactions between private individuals.

**Both contracts must bear authentic signatures of the parties.**

Check the identity of the other contract party, i.e. by asking to see his/her passport.

Do not sign the contract before you have read it through properly. The items marked with a cross will be binding on both parties.

<b>1. Parties</b>		<b>A. Seller of the vessel</b>		<b>4. Inspection</b>	
Full name				The vessel <b>passed</b> an ANWB inspection on:	
Address line 1				The vessel is <b>due</b> to be inspected by the ANWB on: The appraisal shall form a part of this contract.	
Address line 2				The inspection shall include a <b>test voyage</b> . The vessel shall be sold <b>without an inspection</b> .	
Telephone number		Fax			
		<b>B. buyer of the vessel</b>		<b>Costs of defects</b>	
Full name				As regards defects revealed by the official appraisal/assessment, the parties agree the following: The Seller shall pay the bill for properly repairing the following defects arising from the report before ownership of the Vessel is transferred to the Buyer.	
Address line 1					
Address line 2					
Telephone number		Fax			
The parties to this contract, A. the seller of the vessel, hereinafter the <b>Seller</b> and B. the buyer of the vessel, hereinafter the <b>Buyer</b> , hereby declare that they are entering into this purchase contract under the following terms and conditions.					
<b>2. Purchase and sale</b>					
The parties hereby agree to the sale of a used pleasure cruiser/yacht and the accessories and inventory as specified.				The Seller is obliged to make a contribution to repairing the defects revealed in the report up to a maximum amount on production of the repair bill by the Buyer.	
<b>Technical data</b>				<b>Maximum contributory amount €</b>	
type		sailing boat		motor boat	
		with cabin			
Make/model				The Buyer is entitled to dissolve the purchase contract if the costs of repair (ascertained by the expert) exceed the aforementioned amount or if the expert is of the opinion that repair is not useful economically/technically speaking, or if the appraisal includes a test voyage, the vessel is deemed unseaworthy.	
Name					
Registration number (if available)		marked on			
Serial number		marked on			
Weight of vessel		approx. kg.		Year of construction	
Total length		m.		Width at widest point	
Height at highest point (exc. mast)		m.		m.	
Hull material		polyester		steel	
Sails		yes no		motor(s) yes no	
		motor 1 inboard		motor 2 inboard	
<b>Motor data</b>					
Type		outboard petrol		diesel electric	
Make/model					
Number					
Power (1PK=0.74kW)		Kw year of construction		kW year of construction	
<b>Accessories/inventory on purchase</b>		At the time of purchase, the following items are included on the inventory list appended to this contract.			
<b>Berth</b>		The Seller is selling the Vessel		<b>without berth with berth</b>	
Name of berth					
Written confirmation from the lessor of the berth, providing evidence that the lessor accepts the Buyer as the lessee of the berth shall be appended to this contract.					
<b>3. Purchase price and payment</b>					
The last possible payment of the purchase price is the point at which the goods pass from the Seller to the Buyer. The Seller shall provide the Buyer with a satisfactory receipt.					
The total purchase price including accessories and inventory amounts to €					
Amount in words		euros			
Method of payment on/in		Seller's account number			
		cash			
				<b>5. Time, place and conditions of transfer of ownership</b>	
				Transfer of ownership of the vessel, accessories and contents with the appropriate documentation listed under points 2 and 8 shall take place on: (date) (time) (place)	
				- The Seller declares that the vessel to be sold by him/her is his/her property and is free of duty/charges and restrictions, including VAT levies and import charges. -Without prejudice to the provisions of article 4 of the present contract, the Vessel is sold in the same state as at the time the contract was entered into. -Until transfer of ownership, all costs and damage relating to the vessel will be for the account and risk of the Seller; such costs shall include maintenance and repair costs. The Seller shall also bear the risk of the vessel being lost before transfer of ownership. -The Buyer may dissolve the contract without judicial intervention and without incurring any cost if the vessel incurs damage of a serious nature between the conclusion of the contract and transfer of ownership.	
				<b>6. Jurisdiction and resolution of disputes</b>	
				This contract has been drawn up under Dutch law. In the matter of disputes, it is subject to the exclusive jurisdiction of Dutch courts, or mediators established in the Netherlands appointed by both parties.	
				<b>7. Specific agreements</b>	
				Supplementary and non-contradictory to the above (payment, appraisal costs, damage ascertained on sale etc.)	

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8. Inventory				8. Inventory (cont'd)			
<b>Radio transmission equipment</b>				<b>Household inventory</b>			
Ship-to-shore radio	Make/model			Curtains	yes	no	
	Serial no.			Cushions	yes	no	
Radar	Make/model			Galley equipment	cutlery	plates	glasses
	Serial no.				mugs	pans	
Radio receiver	Make/model			Wall decoration	yes	no	
Shipping forecast receiver	Make/model			Heating: make/model			
<b>Navigation equipment</b>				Fridge/cool box: make/model			
Positioning equipment	Make/model			Miscellaneous			
Log	Make/model			<b>Other equipment</b>			
Depth gauge	Make/model			Motor tools			
Wind gauge	Make/model			Spare motor parts			
Steering gear	Make/model			Spare parts for other mechanical equipment			
Automatic pilot	Make/model			Colour of bilge cap			
Miscellaneous	clock	barometer	hygrometer	Colour of tarpaulin			
<b>Sailing inventory</b>				Winter tent			
				yes	no		
Mooring rope	number		number of metres	Capacity in litres			
Bumper	number		diameter	Water tanks: number			
Rescue buoy	dimensions		colour	Capacity in litres			
Spinnaker boom	number			Fuel tanks: number			
				Batteries: number			
				Ah			
Type of anchor				Electricity at berth: number of points			
Anchor line	number		number of metres	Emergency generator: number			
Anchor chain	number of metres		weight in kg.	Life raft: make/model			
Spare line(s)	number of metres			Date of last inspection:			
Anchor winch	yes	no		Ship's boat/dinghy: make/model			
Reaping hook	yes	no		Net/gross weight certificate (for competitions)			
Swimming ladder	yes	no		yes			
				no			
<b>Sails</b>				<b>9. Signatures</b>			
Mainsail	number			Thus agreed upon and signed in duplicate ( <b>Note: both</b> contracts must bear <b>authentic</b> signatures of the Buyer and Seller).			
Foresail	number			date			
Storm jib	number			place			
Genoa	number			<b>Signature of Buyer</b>		<b>Signature of Seller</b>	
Cruising chute	number						
Spinnaker	number						
Other				(if the Buyer is a minor) <b>Signature of parent/guardian</b>		(if the Seller is a minor) <b>Signature of parent/guardian</b>	

Each party to retain one copy after signing.

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Telephone number		Fax			
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<b>Technical data</b>				<b>Maximum contributory amount €</b>	
type		sailing boat		motor boat	
		with cabin			
Make/model				The Buyer is entitled to dissolve the purchase contract if the costs of repair (ascertained by the expert) exceed the aforementioned amount or if the expert is of the opinion that repair is not useful economically/technically speaking, or if the appraisal includes a test voyage, the vessel is deemed unseaworthy.	
Name					
Registration number (if available)		marked on			
Serial number		marked on			
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Total length		m.		Width at widest point	
Height at highest point (exc. mast)		m.		m.	
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Sails		yes no		motor(s) yes no	
		motor 1 inboard		motor 2 inboard	
<b>Motor data</b>					
Type		outboard petrol		diesel electric	
Make/model					
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Amount in words		euros			
Method of payment on/in		Seller's account number			
		cash			
				<b>6. Jurisdiction and resolution of disputes</b>	
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Automatic pilot	Make/model			Colour of bilge cap			
Miscellaneous	clock	barometer	hygrometer	Colour of tarpaulin			
<b>Sailing inventory</b>				Winter tent	yes	no	
Mooring rope	number		number of metres	Water tanks: number			Capacity in litres
Bumper	number		diameter	Fuel tanks: number			Capacity in litres
Rescue buoy	dimensions		colour	Batteries: number			Ah
Spinnaker boom	number			Electricity at berth: number of points			
Type of anchor				Emergency generator: number			
Anchor line	number		number of metres	Life raft: make/model			
Anchor chain	number of metres		weight in kg.				Date of last inspection:
Spare line(s)	number of metres			Ship's boat/dinghy: make/model			
Anchor winch	yes	no		Net/gross weight certificate (for competitions)	yes	no	
Reaping hook	yes	no		Miscellaneous			
Swimming ladder	yes	no					
<b>Sails</b>				<b>9. Signatures</b>			
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Cruising chute	number						
Spinnaker	number						
Other				(if the Buyer is a minor)	(if the Seller is a minor)		
				<b>Signature of parent/guardian</b>	<b>Signature of parent/guardian</b>		

Each party to retain one copy after signing.

## Reasons for an ANWB Legal Services model contract

Practical experience has shown us that when private individuals conclude a sale it is often the case that little or nothing is committed to paper. This can lead to differences of opinion after the event. What is or is not included in the price, for instance, or who is liable for repairing defects and which documents have to be submitted/changed on sale. By using this contract, you are creating a written record of the most important agreements relating to the sale. The underlying principle behind this contract is that the boat is to be sold in the state it was in when the contract was entered into.

### Tips for the Buyer

Before signing the contract, consider the following points:

#### 1. Ownership of a larger boat

To prove that the seller is also the rightful owner of the boat, you could ask to see the purchase invoice or other bill from the shipyard showing that the boat was originally acquired by the seller. Boats for inland navigation with a displacement factor in excess of 10m<sup>3</sup> must be officially logged. Pleasure boats usually have a displacement factor of less than 10m<sup>3</sup>. Official logging is optional. Owners of logged boats are listed in a ships' register; logged boats are indelibly marked in token of registration and may be used as collateral for a mortgage. A requirement of transfer of ownership of an officially logged boat is transfer of the record in the ships' register. Ownership of a boat included in the ships' register may only be transferred with the intervention of a civil-law notary.

#### 2. Proof for the tax authorities

For the benefit of the tax authorities, make sure that you get a receipt for the purchase of the boat which specifies the VAT paid (BTW), i.e. ask for the original purchase invoice or a similar certificate issued by customs. Copies will not be accepted.

#### 3. Fast motorboat or foreign boat

A fast motorboat is one which can travel in excess of 20 kph. Such boats must be registered with the *Rijksdienst voor het Wegverkeer* (Dutch Vehicle Registration Service). The boat itself must bear the registration number. If you sell it, the registration documents must be transferred to the new owner. That can be done at your local post office (n.b. in some provinces, registration is obligatory at a lower speed, 16 kph.). If you are buying a boat that is registered abroad, get the seller to provide you with proof that you have paid any Dutch VAT owing plus import duty. You, the new owner, are liable for any VAT owing on the boat. Of course there are other problems that may arise with foreign boats or their owners, though that is hardly the purpose of this document. As an ANWB member, you can always come to us for advice in such cases.

#### 4. Do you need a sailing licence?

For boats over 15 metres in length and all motorboats which can travel at over 20 kph, you will need a sailing licence.

#### 5. What do you get with your purchase?

Talk to the owner about the inventory included in the sale and draw up a list. Append the list to the contract. Doing this will prevent disputes if, after the demonstration of the boat, the seller fails to leave specific items on board.

#### 6. Is the berth included?

If the seller has a lease on a fixed berth for the boat and you wish to obtain it together with the boat, have the seller obtain written confirmation of the deal from the lessor. He/she must agree to the transfer and, preferably, guarantee that he/she will not charge any extra rent on top of that already paid by the seller. In general, the lease price must be paid by the buyer from the point of transfer.

#### 7. What is a reasonable price?

Prices of second-hand boats are subject to market forces. Prices are influenced by supply and demand of a specific variety. Apart from that, the condition of the hull, deck, motor, rigging, equipment and suchlike plays a role. The appraisal is your opportunity to have the value of the boat gauged.

#### 8. Test voyage and appraisal

It is not a good idea to buy a boat without having properly assessed the way it performs. Our advice to you is to make a test voyage before agreeing to purchase. It is also risky to buy a boat which is in winter storage. Of equal importance to a test voyage is an expert appraisal. In this way, you will get to know more about the condition of the boat. Specific serious defects such as osmosis are often difficult to pin down without the help of a specialist. The burden of checking the facts rests with you, the buyer; a buyer who fails to check the facts cannot, at a later date, claim damages from the seller. An expert can also give you an indication of the value of the boat. It goes without saying that you need the seller's permission before any appraisal of the boat; talk to the seller and make an appointment for the appraisal. The ANWB has a special division called *Expertisedienst Pleziervaartuigen* which can perform a *conditiekeuring* for you, a sort of MOT test for the boat, including valuation and test voyage. For more information, call +31(0)70 3145022 or fax +31(0)70 3146909. Alternatively, you can email [watersport-expertise@anwb.nl](mailto:watersport-expertise@anwb.nl).

#### 9. Certainty on the other party's identity

Each party should ask each other for their passports so that the relevant parts of the contract can be filled in correctly. Otherwise, if the data is incorrect, you run the risk of not being able to trace the other party in the event of problems. Detailed information will also show you whether or not the other party is a minor, i.e. whether his/her parent/guardian has to approve the sale. If the other party is married then, in certain cases, the partner's permission is also required (e.g. for hire purchase). In such cases, by having the parent/guardian or partner sign the contract as well, you can avoid the transaction being declared null and void at a later date.

#### 10. International travel/credit note (Plus)

ANWB Legal Services' advice to buyers intending to travel abroad is to take out a travel insurance policy with ANWB with the International travel/credit note (Plus) combined with trailer/vehicle supplement.

#### ANWB members are on solid ground with ANWB Legal Services

This contract is one of the many ways in which ANWB Legal Services uses its expertise on behalf of members. Every year, the specialists in this ANWB department help thousands of ANWB members if they are experiencing legal problems. It matters not if the problems involve a collision, the feeling of having been cheated or problems on holiday.

You can bank on expert advice from ANWB Legal Services,  
Tel. +31 (0)70 3147788

## Reasons for an ANWB Legal Services model contract

Practical experience has shown us that when private individuals conclude a sale it is often the case that little or nothing is committed to paper. This can lead to differences of opinion after the event. What is or is not included in the price, for instance, or who is liable for repairing defects and which documents have to be submitted/changed on sale. By using this contract, you are creating a written record of the most important agreements relating to the sale. The underlying principle behind this contract is that the Boat is to be sold in the state it was in when the contract was entered into.

### Tips for the Seller

Before signing the contract, consider the following points:

#### 1. What does the seller have a duty to inform you of?

In principle, the seller must notify the buyer of all important information or conditions known to him/her regarding the boat. If the seller fails to mention something which later proves significant, problems may ensue, especially if the buyer specifically asked for such information.

#### 2. What undertakings should you give?

If you make claims about a specific property the boat has, which subsequently appear not to be the case, the buyer may demand cancellation of the contract. If you do not give any undertakings in respect of the boat, or do not wish to do so, then you must make this clear.

#### 3. Should you go on a test voyage and have an appraisal carried out?

Make sure you go on a test voyage; especially if your boat is only insured third party, giving it to someone you don't know is not without risk. The boat can be appraised by an expert. A potential buyer will feel more comfortable making a decision one way or the other if an expert appraisal is available. The ANWB *Expertisedienst Pleziervaartuigen* can do a *conditiekeuring* (a sort of MOT test for the boat) for you. For more information, call +31(0)70 3145022. If the appraisal is carried out at the behest of a potential buyer, make sure you are clear who should pay the bill for the appraisal.

#### 4. Should you transfer your berth?

If you have leased a berth for your boat and the buyer is prepared to take on the lease contract, you will need the permission of the lessor. Get written confirmation showing that the lessor is prepared to accept the buyer as lessee of the berth and that he/she will not charge any extra rent on top of that already paid by you. Only then will the buyer be prepared to negotiate on offsetting the remainder of the lease with you.

#### 5. How should you handle payment?

Do not leave anything to chance. You may well expect that the seller deliver the boat in exchange for the buyer paying the asking price. However, it is not inconceivable that in certain circumstances, down payment of a portion of the asking price could be a pre-requisite. In such cases, the buyer could, understandably, demand security for the money paid by him to you. One way of doing this is by bank guarantee. The costs associated with this can be shared between the two parties. Payment after delivery of the goods is a less desirable option. If the buyer is a minor (under 18 years of age), ask his/her parent/guardian whether they agree to the purchase.

#### 6. Insurance

It is imperative that your boat remains insured until ownership is transferred. You are liable for any damage until then.

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Each party should ask each other for their passports so that the relevant parts of the contract can be filled in correctly. Otherwise, if the data is incorrect, you run the risk of not being able to trace the other party in the event of problems. Detailed information will also show you whether or not the other party is a minor, i.e. whether his/her parent/guardian has to approve the sale. If the other party is married then, in certain cases, the partner's permission is also required (e.g. for hire purchase). In such cases, by having the parent/guardian or partner sign the contract as well, you can avoid the transaction being declared null and void at a later date.

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