

FLORIDA PRIVATE BOAT PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into on _____, by and between the following parties:

SELLER INFORMATION

Full Legal Name: _____
Address: _____
City, State, ZIP: _____
Phone/Email: _____

BUYER INFORMATION

Full Legal Name: _____
Address: _____
City, State, ZIP: _____
Phone/Email: _____

1. VESSEL DESCRIPTION

The Seller agrees to sell, and the Buyer agrees to purchase, the following vessel:

- Year: _____
- Manufacturer/Make: _____
- Model: _____
- Length: _____
- Hull Identification Number (HIN): _____
- Florida Registration Number: _____
- State of Title: _____
- Engine Make/Model: _____
- Engine Serial Number(s): _____
- Trailer included: ☐ Yes ☐ No
- Trailer VIN (if applicable): _____

Included equipment, accessories, electronics, and other items:

2. PURCHASE PRICE AND PAYMENT

The total agreed purchase price is \$_____.

The purchase price is allocated as follows, if applicable:

- Vessel: \$_____
- Engine(s): \$_____
- Trailer: \$_____
- Accessories and other equipment: \$_____

Payment method: ☐ Cash ☐ Cashier's Check ☐ Wire Transfer ☐ Other:

Deposit, if any: \$ _____

Remaining balance due at closing: \$ _____

The Seller acknowledges receipt of the purchase price only upon actual receipt and confirmation of cleared funds. Ownership documents and possession shall be delivered as provided in this Agreement.

3. CONDITION OF VESSEL; INSPECTION

The Buyer acknowledges that the Buyer has had the opportunity to inspect the vessel, engine(s), trailer, and included equipment, and to arrange for a marine survey, mechanical inspection, and sea trial, if desired.

Inspection arrangements or conditions, if any:

Except for any express written representations in this Agreement, the vessel is sold **AS IS, WHERE IS, WITH ALL FAULTS**, without any additional express or implied warranties, to the extent permitted by Florida law.

The Seller makes the following specific representations or disclosures, if any:

Known material defects, damage, or other conditions disclosed by Seller:

4. SELLER'S REPRESENTATIONS

The Seller represents that, to the Seller's knowledge:

- a. The Seller is the lawful owner of the vessel or is legally authorized to sell it.
- b. The Seller has disclosed any known liens, loans secured by the vessel, and ownership claims.
- c. The Seller has disclosed known material damage or defects as stated in Section 3.
- d. The Seller will provide the ownership documents in the Seller's possession necessary to complete the transfer, including the properly executed title when applicable.

Any outstanding lien or loan must be resolved in accordance with the following arrangement:

5. CLOSING, DELIVERY, AND TRANSFER OF OWNERSHIP

The sale shall close on _____ at _____.

Upon receipt of the agreed payment, the Seller shall deliver possession of the vessel and the applicable ownership documents to the Buyer.

The parties agree to cooperate in completing the required title and registration transfer.

The Buyer is responsible for submitting the required transfer paperwork and paying applicable title, registration, and tax charges, unless otherwise agreed in writing.

The Seller shall remove personal belongings not included in the sale before delivery.

Date and time of physical delivery: _____

Delivery location: _____

6. TAXES, FEES, AND OTHER COSTS

Unless otherwise agreed in writing, the Buyer shall be responsible for applicable sales or use tax, title-transfer fees, registration fees, and other charges associated with the purchase and registration of the vessel.

Any agreed allocation of other costs: _____

7. RISK OF LOSS AND RESPONSIBILITY

Risk of loss or damage to the vessel shall transfer to the Buyer upon physical delivery and completion of payment, unless the parties agree otherwise in writing.

The Buyer is responsible for arranging appropriate insurance and complying with applicable boating and registration requirements following delivery.

8. ENTIRE AGREEMENT

This Agreement, including any written disclosures or attachments signed by both parties, constitutes the entire agreement between the parties concerning this sale. Any amendment must be in writing and signed by both parties.

If any provision is determined to be unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

10. SIGNATURES

By signing below, the parties acknowledge that they have read, understood, and voluntarily agreed to the terms of this Agreement.

SELLER

Signature: _____

Printed Name: _____

Date: _____ Time: _____

BUYER

Signature: _____

Printed Name: _____

Date: _____ Time: _____

WITNESS (OPTIONAL)

Signature: _____

Printed Name: _____

Date: _____

NOTARY (IF DESIRED OR REQUIRED FOR A PARTICULAR DOCUMENT)

State of Florida, County of _____

Acknowledged before me on _____ by the Seller and/or Buyer identified above.

Notary Signature: _____

Notary Seal:

Important Florida requirements

- Title transfer: For a titled boat, the seller must properly endorse and deliver the title or complete the applicable electronic transfer process. See [Florida Statutes § 328.22](#).
- 🏠
- Online Sunshine
- Registration: Florida generally requires the new owner to apply for the applicable title and registration transfers within 30 days. Keep the bill of sale with the boat as required during the applicable period.
- 🇺🇸
- The Florida Senate
- +2
- Sales tax: Applicable tax may be due when the boat is registered or titled. A properly itemized bill of sale can affect how tax is calculated for the boat, motor, trailer, and accessories. Verify the treatment with your county tax collector.
- 🇺🇸
- The Florida Senate
- +1
- Liens: If there is a loan on the boat, arrange for the lien to be satisfied and the title cleared as part of closing.

For additional protection, consider using a marine survey and verifying the HIN, title, and lien status before paying.

I can also tailor this agreement to your specific sale. Is the boat being sold with a trailer, an outboard motor, or both?