

Pre-purchase Marine Survey Work Order

Date(s) of survey _____

Person contracting survey (client):

Name _____ Company name _____
Street address _____
City _____ State _____
Zip / Postal code _____ Country _____
Phone _____ Phone _____
Email _____

Owner of vessel:

Name _____ Company name _____
Street address _____
City _____ State _____
Zip / Postal code _____ Country _____
Email _____

Captain of vessel:

Name _____ Phone _____
Email _____

Vessel description:

Name (posted) _____ Registered port _____
Builder _____ Model _____
Year _____ Length overall _____
HIN _____ Official number _____
Purchase price _____ Intended use (circle one) - Recreational / Commercial
Intended cruising area - Inland waters / Near coastal (where?) / Off shore (where?)

Location of vessel:

Marina name _____ Slip number _____
Contact name _____ Contact phone _____
Street _____
City _____ State _____
Zip / postal code _____ Country _____

Work requested: (circle one)

Start engines - yes / no Sea trial - yes / no
Oil samples of main engine(s) (additional fee) - yes / no Oil samples of generator engine(s) (additional fee) - yes / no
Oil samples of hydraulics (additional fee) - yes / no Fuel samples (additional fee) - yes / no
Operate auxiliary systems (galley equipment, davit, bow thruster, windlass, etc.) - yes / no
Haul-out for inspection of wetted surfaces - yes / no Engine survey (additional contract and fee required) - yes / no
Note - Client is responsible for haul-out appointment and fee. Client is responsible for ensuring vessel is safely outfitted and safely manned for sea trial.

Survey fee _____ **Travel expenses** _____

A cancellation fee of \$300 is applicable if the survey is cancelled within 72 hours of the date of survey.

TERMS AND CONDITIONS

Client, if not the owner of the said vessel, represents and warrants that he has obtained specific permission from the owner of said vessel for the conduct of a marine survey at the location indicated and that the owner knows and understands that minor damage sometimes does and can occur to a vessel during a marine survey when reasonable stresses are placed upon vessel components in order to test their condition, and that the owner shall hold surveyor harmless for any such damage which may occur. Client further agrees, as a specific condition of the marine survey being performed, that he will indemnify surveyor from any and all actions, claims and demands made by the owner against surveyor for any damages sustained by the vessel during the course of the marine survey as aforesaid. Such indemnification shall include all reasonable attorney's fees and costs which may be incurred by surveyor in the defense of said actions, claims, or demands.

The marine survey performed, and the marine survey report issued, in no way constitutes a warranty or a guarantee either expressed or implied of the condition of the vessel. The marine survey report shall describe the condition of the vessel as observed by surveyor at the time his survey is conducted and may contain opinions or judgments of the surveyor. THE MARINE SURVEY REPORT ISSUED IS SUBJECT TO THE CONDITION THAT IT IS UNDERSTOOD AND AGREED THAT THE SURVEYOR SHALL UNDER NO CIRCUMSTANCES WHATSOEVER BE HELD RESPONSIBLE IN ANY WAY FOR ANY ERROR IN JUDGEMENT, INACCURACY, OMISSION, MISREPRESENTATION OR MISSTATEMENT.

The United States Coast Guard (USCG) Title 46 United States Code, USCG Title 33 Code of Federal Regulations, American Boat and Yacht Council standards and recommended practices, and National Fire Protection Association standards will be used as *guidelines* in conducting this survey. Complete compliance with any standard or regulation is not guaranteed.

During the course of the marine survey, only those components or items, which can be reasonably inspected by the surveyor under the conditions present at the time of marine survey, shall be inspected. Engines shall not be disassembled, bulkheads, partitions, joiner work and fasteners shall not be removed, and electrical systems shall not be tested, traced or analyzed unless specifically requested by client and an additional fee agreed upon therefore. Determination of inherent design and stability characteristics shall not be performed unless specifically requested by client and an additional fee agreed upon therefore. Any system or component observed shall be observed under normal operating conditions or conditions as closely approximating normal operating conditions as possible. In any event, the conduct of the marine survey shall be at all times reasonable under the circumstances and no more. A written report shall be emailed to the client within three business days of the completion of the survey.

The client, by the execution of this Agreement, obligates himself for the payment of the marine surveying services performed, in the amount of the fee and travel expenses agreed upon herein, and that in the event the client fails or refuses to make said payment he shall be liable to the surveyor for all costs and expenses, including reasonable attorney's fees, incurred by the surveyor in the collection of said debt. Furthermore, in the event that litigation becomes necessary, the client agrees that Florida courts shall be the proper legal forum and that the laws of Florida shall apply.

Client grants surveyor a lien on the vessel and its equipment involved in this work order until the fees and expenses under this agreement have been fully paid. Surveyor shall have and retain all other legal rights he may have, whether state or federal, until total fees and expenses have been paid. Client, including the vessel, and other person directly contracting the surveyor for this work remain separately responsible for charges until fully paid. The person signing this agreement warrants that he has the authority to bind all such parties to these fees and expenses.

LIMITATION OF LIABILITY

Any dispute arising between the client and the surveyor whether based upon contract, tort or warranty theories shall be resolved by binding arbitration pursuant to the rules of the Uniform Arbitration Act. The arbitrator shall be selected in the following manner:

A list of six accredited SAMS or certified NAMS marine surveyors located within 30 miles of Ft Lauderdale, FL shall be submitted by each party. From the complete list of twelve names, each party may strike three names. The arbitrator will be selected from the remaining names based upon their willingness to serve. If more than one name remains, the arbitrator shall be the second on a list ordered alphabetically by the last name of each willing arbitrator.

Discovery shall be had with each party permitting inspection and copying all documentary and physical evidence to be presented to the arbitrator by the other party. In addition, each party shall provide the other party a list of witnesses expected to testify at arbitration on his behalf, together with addresses and telephone numbers. This discovery shall take place at least fifteen days before the scheduled arbitration. The arbitrator shall be compensated at a rate of \$100 / hour for preparation for and conducting the hearing plus travel expenses. The parties shall share equally in the cost of the arbitrator. In no event shall recoverable damages exceed the original cost of the survey.

AUTHORIZATION TO PERFORM SURVEY

I hereby authorize the surveyor to perform the work requested above. It is my understanding this agreement is a limited liability contract and the work requested as well as all the work performed by the surveyor pursuant to the terms and conditions on these two pages constitute a work order, all of which are specifically incorporated into this agreement.

Client signature _____ Today's date _____

Client printed name _____

Instructions

1. Print both pages of this form
2. Fill in the blanks (including the survey fee and travel expenses)
3. Sign and print your name
4. Fax to 775.249.9064