

## **Marine Survey Agreement**

- The Marine Survey report will be issued for the exclusive use of the client and may contain information that is privileged, confidential and exempt from disclosure under applicable law.
- A written report will be prepared after a thorough visual examination of the hull, machinery, systems, rigging, hardware and equipment and will contain a comprehensive description of the vessel and installed equipment and will include: the “Findings and Recommendations” required for correction to reasonable ensure that the vessel is fit for its intended service, a statement of the “Fair Market Value and Replacement Cost” of the vessel and will be submitted in good faith, without prejudice and will constitute a description of the condition of the vessel at the time of survey. Minor cosmetic defects not materially affecting value may not be addressed. Latent defects may exist that are not discoverable under normal inspection methods, and no warranty is offered with respect to latent defects.
- The mandatory standards promulgated by the United States Coast Guard (USCG), under the authority of Title 46 United States Code (USC): Title 33 and Title 46 Code of Federal Regulations (CFR), the voluntary standards and recommended practices developed by the American Boat and Yacht Council (ABYC), and the standards of the National Fire Protection Association (NFPA), will be used as guidelines in the conducting of the survey but, complete compliance with such standards varies with the intended service of the vessel, and is not guaranteed.
- Engines, machinery and equipment may be inspected while operating only when the owner, owner’s representative, Captain or broker is present to operate it. Fixed parts, joinery or fasteners will not be removed nor will any destructive testing be performed without written consent of the owner. In cases where the condition of engines is critical it is recommended that a qualified marine mechanic be engaged for a separate mechanical survey.
- Sailing vessel spars and rigging will be visually inspected from the deck level only. The sails will be inspected as found furled or bagged unless other arrangements are made. Further inspection by a qualified rigger or sail maker may be recommended.
- The vessel should be prepared for survey with compartments unlocked, stores and excess equipment removed and maximum access to all areas of the vessel provided. Locked compartments or lockers will not be inspected.
- Determination of inherent design and stability characteristics is beyond the normal scope of a marine survey. The survey report is not to be considered an inventory or a warrantee, either specified or implied and will not express or guarantee the future condition of the vessel.
- The client is encouraged to attend the survey and verbal consultation may be provided. Payment is due at the time of inspection unless other arrangements have been made. Notice to cancel this survey must be received three days prior to the survey or the entire survey fee will be due.
- The survey report and photographs will be produced in PDF format within five days after the physical inspection.
- In the event that this surveyor is called upon, after rendering a report, to explain, modify or supplement the report, or its contents, or should the surveyor be called upon to render expert advice, testimony or to provide survey expertise in any dispute in litigation, the surveyor will be compensated by the client in accordance with the fees customarily charged in the surveying industry.

### **LIMITED LIABILITY:**

1. The survey, which is the subject of this report, will be conducted in accordance with generally accepted marine standards and criteria utilized in the marine surveying industry. Persons or entities entitled to rely upon this report are advised that this surveyor is not an engineer nor does he possess any specialized knowledge beyond the degree of skill commonly possessed by others in the same employment.
2. Surveyor shall have no liability for consequential damages, no liability for personal injury damages, no liability for property loss damages, no liability for punitive damages, all of which shall be deemed to have been knowingly and voluntarily waived upon use of this survey report.

3. In no event shall the legal liability of the undersigned exceed the fee paid for this survey report, regardless of claims or suits and regardless of whether under theory of tort, contract, products liability, admiralty, or otherwise.

**ARBITRATION:**

The parties agree that in the event of a dispute arising from the terms of the Contract or from the survey resulting from this engagement, that the parties shall submit themselves and their dispute to binding arbitration to be conducted by an arbitrator selected by the parties. In the event the parties are unable to agree upon such selection, then each party shall select an arbitrator and those two arbitrators shall select a third arbitrator. The cost of arbitration shall be borne between the parties as determined by the arbitrators in their sole discretion.

**Attachments:**

A Request for Survey is attached hereto and incorporated herein by this specific reference.

**JERRY RICHTER:** \_\_\_\_\_

**Date:**

**CLIENT:** \_\_\_\_\_

**Date:**

**SURVEY REQUESTED BY CLIENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE#:** \_\_\_\_\_ **CELL#:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**VESSEL INFORMATION**

**YEAR/MAKE/MODEL:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **HIN#** \_\_\_\_\_

**DOCUMENTATION #:** \_\_\_\_\_ **STATE REG #** \_\_\_\_\_

**ENGINE TYPE:** Diesel Gas Mfg: \_\_\_\_\_

**VESSEL'S OWNER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**VESSEL LOCATION: (Afloat/Blocked)** \_\_\_\_\_

**SURVEY DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**HAUL-OUT YARD:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

Note: Arrangements and payment for haul-out are the responsibility of the party contracting the survey, and costs are not included in the survey fee.

**TOTAL PAYMENT FOR SURVEY SERVICES (TO BE PAID FOR AT THE VESSEL)**

\_\_\_\_\_ \$ \_\_\_\_\_

**Boarding authorization (if required):**

**Jerry Richter is hereby authorized to board the above named vessel for the purpose of conducting a marine survey.**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Vessel's owner or authorized agent.**

\_\_\_\_\_

**Printed name of Vessel's owner or authorized agent.**