

## AGREEMENT FOR MARINE SURVEY SERVICES

CLIENT:

PHONE:

FAX:

E-mail:

This agreement does hereby acknowledge that Christopher Mills d.b.a. MYS, has been retained by the above captioned client for the purpose of conducting a Marine Survey Inspection in accordance with customary and generally accepted marine survey practices; and issue a written Report of Survey to the above named individual or organization. The Report of Survey will include a description of the vessel, statements of condition of the vessel, observed at the time of the inspection, and an opinion of value based on the condition encountered at the time of inspection.

Federal regulations promulgated by the U.S. Coast Guard are referenced in the Report of Survey. American Boat and Yacht Council (ABYC), Underwriters Laboratory, and NFPA standards and recommended practices are also referenced as applicable. The survey is suitable for purchase evaluation, insurance, or mortgage requirements. Some common limitations of the inspection process are listed in the Scope of Survey section of this agreement. Other limitations particular to the vessel may be listed in the Report of Survey.

### Terms and Conditions

Agreed Fees: The inspection and report of survey shall be conducted for the sum of US \$ . Payment to be made in US dollars the day of the survey, or unless otherwise arranged. All payments if unpaid when due, shall bear interest at the rate of 1.5% per month from the due date until paid plus all costs of collection, including reasonable attorneys' fees incurred by surveyor. Client is responsible for haul out appointment and fee, if applicable.

Reports are generally completed within (2) to (3) working days of the inspection, however, reports may take up to (5) working days depending on surveyor's workload. Every effort will be made to provide the client with the report in a timely manner. If requested, a draft copy may be sent to the client's email account in PDF format. The original hard copy of the report, containing the **embossed** signature of the surveyor and photos, will follow by mail.

Scope of Survey: Unless specifically stated, the report is based on visual examination of the vessel only and is not to include inspection of areas normally concealed or requiring disassembly. Inspection ports, covers, or panels requiring use of tools for removal shall not normally be removed as part of the inspection process, and no destructive testing shall be performed. No engines or machinery shall be disassembled for evaluation. The engine inspection will be confined to an external inspection only. If a more detailed mechanical survey is required, a qualified engine surveyor or mechanic should be retained by the client.

No evaluation of stability, handling characteristics, or inherent structural integrity will be made. It should be recognized that failure to inspect the vessel both afloat, as well as onshore, precludes an evaluation of significant portions of the hull molding, running gear, and systems.

Limited Report: No part of the Report of Survey is issued as an expressed or implied warranty of the condition of the vessel, of the value of the vessel, or the cost of any repairs.

Indemnity: The inspection and Report of Survey are conducted and issued for the sole use of the party named above. The surveyor, its agents or employees are not responsible to a third party and will be held harmless and the client hereby agrees to indemnify fully the surveyor for any and all claims of any sort brought forth by any party other than the individual or organization named above.

Opinions: The professional opinion of the surveyor can not be compromised in the performance of the survey or in the report of his findings. The Report of Survey will be issued without regard to such matters as finance or insurance.

Termination: This agreement is subject to acceptance within 20 days and is void thereafter at the option of the surveyor. A cancellation fee of \$200.00 may apply if the survey is not canceled at least 72 hours in advance. The client may terminate the survey process during the course of the inspection, however, the client will pay the surveyor for work completed to the point of termination, at the surveyor's normal hourly rate including expenses incurred and required for the surveyor to return to his office.

Limit of Liability: The above named party agrees that the surveyor, his agents or employees will not be held liable for any claim, or loss or damages arising out of, in connection with or incident to the work relating to the Inspection or Report of Survey except, that caused by the direct sole negligence of the surveyor. Such negligence shall not be legally presumed but must be affirmatively established. Such liability shall continue for a period of sixty (60) days from completion of the work. The surveyor shall not be liable in any event for any loss, cost, penalty, or damages in excess of the aggregate sum of \$1,000.00 for property damage and \$2,500.00 for personal injury or death. The surveyor shall specifically not be liable for incidental, special, or consequential damages; nor loss of use, loss of profits/earnings, crews wages/shares, salvage, tug expenses, demurrage, loss of time, loss of freight, loss of charter and/or similar and/or substituted expenses. It is understood that the surveyor's charges are based upon this limited liability undertaking. Any dispute arising out of the agreement shall be resolved through binding arbitration.

**Agreed & Accepted:**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Surveyor Signature**

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

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