

California Marine Surveyors
Douglas Foote P.E., Marine Surveyor NAMS/SAMS Associate
Email: footeda@hotmail.com; Phone: 760-212-6452
Address: 4035 Alto St. Oceanside, CA. 92056

MARINE SURVEY AGREEMENT

This marine survey agreement is made between the marine surveyor identified above and for the following vessel owner, prospective owner or "client" named below:

Client Name: _____

Address: _____

Name of Vessel: _____ Reg. or Official No. _____

Year, Make, Length, Type: _____

Client Telephone: _____ Email: _____

Vessel Owner if not Client: _____ Phone: _____

Representative if Client not Available: _____

File #: _____

Work requested: Customer requests, damage survey or condition and valuation survey, for purchase/appraisal or Insurance in the following conditions; in water/sea trial/haul out. (Circle applicable conditions)

Date work to commence: _____ fees: \$ _____ per ft. plus other fees if applicable _____ due at time of survey by check or cash to California Marine Surveyors listed above. Report due with-in 7 days from haul out inspection/survey.

This work order and any work done pursuant to it are subject to the terms and conditions for limited liability and warranty set:

CUSTOMER'S AUTHORIZATION: on behalf of Client identified above, I hereby authorize California Marine Surveyors to perform the work requested above. I understand and agree that this is a LIMITED LIABILITY CONTRACT and that the work requested, as well as all other work performed by Surveyor is done pursuant to the TERMS AND CONDITIONS within this work order, all of which are specifically incorporated into this work order.

SCOPE of SERVICES:

1. The following statements concerning the procedures for appraising/ surveying/inspection of this vessel are for your information and benefit. Two reports will be provided only to the person authorizing this work or as agreed to between this Surveyor and his Client. Extra copies, mailing of reports is available for an additional fee. Paid for reports will be delivered within seven days of the physical inspection completion. Survey reports are only for the uses of the person authorizing (Client) this work and the attending Surveyor agrees that the report will not be used by any other person unless expressly stated in writing. Full payment for the work service and estimated expenses, is required in advance. Reports will not be delivered nor will any findings be discussed until payment for services rendered. A 50% deposit is required to commence work ordered for open end/multiple day consulting with balance due at the completion of the work. Work canceled 5 days in advance will receive full refund. Work canceled less than 5 days in advance will receive half of advance payment less any expenses incurred. Please sign and return work agreement. Any questions please call at 760-212-6452.
2. This inspection will include all parts of the vessel where accessible, including the condition and safety of parts and equipment to determine the fair market value and replacement cost of the vessel. The report may include findings and recommendations which must be fixed to insure the safety of the vessel.
3. I recommend a sea trial and haul out be done for a complete assessment of vessel. Rigging survey of standing and running rigging by a qualified marine rigger should be done for sailing vessels. Sails are not inspected. Engine and machinery will have a cursory inspection performed. I recommend the services of a qualified marine mechanic for in-depth/internal engine and machinery inspections. Tank internals will not be

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inspected. Electrical systems will not be tested other than to energize components while the Client is present. Arrangements for any of these additional services are the responsibility of the vessel Client, Buyer or Owner.

4. It may be necessary to require minor dismantling in order to gain access to suspected areas. Fasteners on wood boats and keel bolts on sailboats may need to be inspected for corrosion. Removal and installation of these parts are the responsibility of the vessel owner and should be done by a qualified person. No items will be removed without the consent of the vessel owner. No moisture readings will be taken. Only accessible and cleared areas will be inspected and it is understood that the surveyor assumes no responsibility for any defects not found in non-accessible to view areas and is not responsible for conditions arising.
5. The Client assumes responsibility for authorization to board and survey the vessel and is responsible for any damage inadvertently done during the survey. It is advised that the Client or Owner or his agent be present during the survey. It is incumbent on the Client to fully understand the terms of this work order, and the subsequent survey report. If you have any questions, please call (760) 212-6452.
6. Acceptance and use of this report by the client acknowledges the client's understanding that the report has been composed of information that is believed to be true after reasonable investigation and inquiry but is not warranted to be so. The information was obtained without drilling, diving, ultrasonics, cleaning or opening up to expose parts or conditions ordinarily concealed. There were no tests for tightness or soundness conducted other than the conditions noted visually.
7. Acceptance and use of this report acknowledges the client's understanding that no determination of stability or structural strength has been made and no opinion is expressed.
8. Acceptance and use of this report acknowledges the client's understanding that California Marine Surveyors does not accept any responsibility for damage or deterioration not found or discovered during the course of survey, nor for consequential damage, deterioration or loss due to any error or omission.
9. The Client hereby undertakes to keep the Surveyor/Consultant and its employees, agents and subcontractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.
10. Notwithstanding the above clause, in the event that the Client proves that the loss, damage, delay or expense was caused by the negligence, gross negligence or willful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's/Consultant's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Surveyor's/Consultant's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed the actual cost of the services rendered by the Surveyor's/Consultant's charges. In the event of a dispute both parties shall agree to binding arbitration, in the county of San Diego.
11. **SURVEY REPORT:** This independent report of marine survey will be prepared after a visual and hands on examination of the hull, machinery, hardware, systems and equipment in all accessible areas. The report will be submitted in good faith, without prejudice and constitutes a description of the vessel at the time of survey. This report is only good for 30 days from the inspection date or undisturbed lay-up or until vessel is first used. The report is for the exclusive use of the Client only, cannot be sold and remains the property of California Marine Surveyors, NAMS/SAMS. The report will not express or imply warrant, or guarantee the condition of the vessel. It is only the opinion of the Surveyor based on his limited visual inspection and tests he performed.

Client: _____ **Date:** _____
(Signature)

Surveyor: Douglas Foote P.E. _____ **Date:** _____
(Signature)