

# ACCURATE MARINE SURVEYS INC.

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## ENGAGEMENT FOR MARINE SURVEY

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CLIENT: \_\_\_\_\_ PH: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_  
E-mail: \_\_\_\_\_

VESSEL NAME: \_\_\_\_\_ BUILDER: \_\_\_\_\_

LENGTH \_\_\_\_\_ YEAR \_\_\_\_\_ USE \_\_\_\_\_

SURVEY TYPE: Pre-Purchase: \_\_\_\_\_ Insurance \_\_\_\_\_  
Hull in water \_\_\_\_\_ Bottom Survey \_\_\_\_\_ Sea Trial \_\_\_\_\_

DATE \_\_\_\_\_ LOCATION: \_\_\_\_\_

### CLIENT IS RESPONSIBLE FOR HAULOUT APPOINTMENT AND FEE.

This survey checks for compliance with U.S. Coast Guard regulations, American Boat and Yacht Council and National Fire Protection Association, standards and practices, and general structural condition. It does not cover possible latent defects which could not be readily discovered by inspection without removal of machinery, tanks, sheathing, joinery work, upholstery, bulkheads, ceilings, fascia, or other fixed material, disassembly of machinery, plumbing, wiring, or other parts, components or systems. Spars and rigging will be inspected from deck level only. Sails will be inspected flaked, furled, or in the bags only, unless prior arrangements are made.

ACCURATE MARINE SURVEYS INC., hereafter referred to as the surveyor, agrees to furnish a professional report of survey for the sum of U.S. \$ \_\_\_\_\_. **Payment shall be made in U.S. Dollars PRIOR TO or ON the day of the survey.** Out of state checks must be certified or money orders made payable to ACCURATE MARINE SURVEYS INC. Reports are normally prepared and e-mailed to the client the same day as the survey, hard copies will be provided for an additional charge. A **CANCELLATION FEE of \$375.00** is applicable if not made at least **72** hours in advance

The surveyor will conduct this survey and issue a report **FOR THE SOLE USE OF THE REQUESTING PARTY** for an agreed fee based upon the intended use of the report and the legal liability of the undersigned; accordingly, **others are not to use this report and not to rely upon the contents of this report** without payment to the surveyor of an additional agreed fee based upon re-evaluation of the same factors; further, **the surveyor shall have no liability for property loss damages, and no liability for punitive damages, all of which shall be deemed to have been knowingly and voluntarily waived upon use of this report; further, in no event shall legal liability of the surveyor ever exceed the fee paid by the requesting party for the issuance of this report, regardless of the number of claims or suits and regardless of whether under theory of tort, contract, warranty, products, outrage, or otherwise.** The survey contains opinions and observations based on my skill, experience and training as a marine surveyor and consultant. **Under no circumstances shall the report be understood to constitute a representation, guarantee, or warranty, expressed or implied, of any kind as to the condition or soundness of the subject vessel, its hull, engines, machinery, equipment or systems or any part of appurtenances thereof, or the cost of effecting any repairs or modifications.**

**The survey reports the condition of the vessel and equipment on the date of the survey.**

Attorney fees; costs: In any litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**You are authorized to conduct the marine survey as per the above conditions.**

ACCEPTED: Signature \_\_\_\_\_

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