



Society of Accredited [www.marinesurveyor.org](http://www.marinesurveyor.org)

Marine Surveyors, Inc.®

## All Points Marine Surveyors

Franklin John Roberts - Accredited Marine Surveyor - #441

Society of Accredited Marine Surveyors (SAMS)

International Institute of Marine Surveyors – MIIMS

Association of Marine Surveyors of BC - AMSBC

International Association of Marine Investigators (IAMI)

Marine Insurance Association of BC (MIABC – Associate Member)

American Boat and Yacht Council (ABYC – Certified Inspector)

Transport Canada/UK/BVI Approved Tonnage Measurers

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Vancouver BC V6R 4R8

Canada

## Letter of Engagement

Client's Name: \_\_\_\_\_

Vessel Description: \_\_\_\_\_

Vessel Name: \_\_\_\_\_

Vessel Location: \_\_\_\_\_

Type of Survey: Pre Purchase                      Appraisal                      Condition & Value                      Damage

Fee: \_\_\_\_\_ Report #: \_\_\_\_\_ Client's Ref: \_\_\_\_\_

I/We (Client) (named above) hereby requests a surveyor of the vessel (named above) to be conducted by All Points Marine Surveyors herein to be referred as the "Surveyor" for my/our sole use and benefit. "Client" warrants that he/she/they will carefully read the report and any other information that may be presented by the "Surveyor." Client understands that he/she/they are bound by the terms of this agreement.

### Scope of the Survey

The scope of this survey is to report the general condition of the visible portions of the vessel and to inform the "Client" of the major deficiencies as they exist on the day of the survey.

This survey is limited to a visual examination of the exposed and readily accessible areas and components including the following major components, as applicable:

- Hull
- Deck Hardware
- Accessories
- Cooking System
- Electronics
- Engines
- Generator
- Superstructure
- Propulsion Gear
- Mast and Rigging
- Electrical System
- Safety Equipment
- Fuel System
- Tender

The survey to be performed is a visual inspection only and does not contemplate or involve the dismantling, removal or coverings or moving of any object, for access. Latent and concealed defects and deficiencies are excluded from the survey.

THE SURVEY REPORT THEREON IS NOT A WARRANTY, GUARANTEE INSURANCE POLICY OR SUBSTITUTE FOR ANY DISCLOSURE STATEMENTS AS MAY BE REQUIRED BY LAW.

No representation is made as to how long the equipment will continue to function. "Client" should refer to any owner's manuals or applicable warranty material with reference to such questions and no part of the "surveyors" report should be construed as a warranty or representation pertaining to a warranty. Maintenance and other items may be discussed, but they are not part of the survey.

The following are outside the scope of this survey: (unless contracted for an additional fee)

-Condition and function of the engine(s), generator(s) or machinery, including-current and future performance, service life expectancy of engine(s).or any component thereof. "Surveyor" recommends that "Client" retain the services of a qualified mechanic to perform an engine survey, sea trial, oil analysis, and any other diagnostic test deemed necessary to determine the condition of the engines(s), generator(s) and machinery.

Condition and function of electrical system, over current protection, batteries, or any other electrical random test operation may be utilized to test function the master switches only' condition. of fuel tanks. fuel lines and all components of the fuel system(s) not readily accessible or exhibiting visible deficiencies at time of the survey.

-static or dynamic stability of the vessel.

Electronic equipment technically sophisticated or complex systems or components.

-notification of products recalls'

-Mast and rigging components above deck or covered or insulated as to render them partially or completely inaccessible.

-Unique systems with which the "Surveyor" is unfamiliar with or any component that is specifically listed as not inspected on the survey report.

### **Confidentiality of Report**

The survey report is for the exclusive private use of the "Client". The "Client" may make additional copies or request additional copies for [parties interested in this trans-action only, including brokers, insurance, representatives, financial or lending representatives or 4 others with the expressed written consent of the 'Surveyor"'. Use of, or reliance upon the survey report by other parties, or for other transactions is strictly prohibited.

### **Limits of Survey**

The Client understands that the Surveyor is a generalist, that the survey and survey report are an UNBIASED OPINION BASED UPON THE EXPERIENCE of the surveyor, and that the Surveyor is NOT an expert in every craft or profession that are used to create and build marine vessels.

The Client agrees to assume the risk for conditions which are concealed from view or un-accessible by the Surveyor at the time of the survey.

The Surveyor's liability for errors and omissions is limited to a refund of the fees paid. The liability of the Surveyor's principals, agents, and employees is also limited to the fees paid for the survey report. This liability limitation is binding upon the client, as well as his/her/their spouses, heirs, principal assignees or anyone else using the survey and the report. The client agrees to accept a refund of the fees paid as full settlement of any and all claims which may ever arise from the survey and report, and as the maximum amount that may be due for any error or omission in the survey report by the surveyor.

The fee for this survey is due at the time of survey. If the Client does not attend the survey, the fee is due upon receipt of an invoice and fee is to be paid prior to the release of the survey report. If the Client has not signed this agreement, the acceptance of the survey report shows agreement with all the terms of this contract.

The survey report remains the property of All Points Marine Surveyors until payment in full is received.

I/We have read and understand all pages and agree to the above terms and conditions.

CLIENT'S SIGNATURE: \_\_\_\_\_

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