

ATLANTIC MARINE SURVEY

WORK ORDER & BOARDING AGREEMENT

Date: _____

Work Order No: _____ (leave blank)

Customer: _____

Vessel Year & Model: _____

Location: _____

Telephone: _____

Owner: _____

Address: _____

Relation to Vessel: _____

Telephone: _____

Work Requested: Customer requests that the following survey or work be performed by Surveyor: _____

Date requested for work to commence: _____

Estimated completion date: _____ (leave blank)

Fees: _____ (leave blank)

The work indicated above will be undertaken by Surveyor for the fees set forth above. Customer shall pay for any work beyond that set forth above at Surveyor's normal hourly rate.

This work order and any work done pursuant to it are subject to the terms and conditions for limited liability and warranty set forth on the reverse side.

Customer's and/or Vessel Owner's Authorization: On behalf of the Customer identified above, I hereby authorize Surveyor 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 on the following pages of this work order, all of which are specifically incorporated into this work order.

Customer: _____

Vessel Owner: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

Surveyor agrees to undertake the work requested by Customer only on the following terms and conditions which shall apply to all work done by Surveyor and all reports relating to such work

1. Expenses. In addition to the fees set forth on the front side of this work order, Customer shall pay all costs, including but not limited to travel expenses, hotel, meals, lodging and telephone relating to the work requested whenever the vessel is located beyond Connecticut or Rhode Island.
2. Additional Services. Any additional work requested authorized by Customer shall be confirmed in writing, initialed by both parties and shall be subject to the terms and conditions of this work order. Any work undertaken prior to execution of this work order but relating to the work requested shall be subject to the terms and conditions of this work order as well. In addition to the fees set forth on the front side of this work order, Customer shall pay Surveyor for all additional work performed beyond that work initially requested at Surveyor's normal hourly rate.
3. Payments & Interest. Payment of all fees, expenses and additional services shall be due upon demand by Surveyor or if no demand is made within 30 days of the date of last work performed by Surveyor. All payments, if unpaid when due, shall bear interest at 1 1/2% per month thereafter
4. Lien. If the work involves a vessel, Surveyor reserves the right to lien the vessel and its equipment, as may be provided by statute, until the fees and expenses due under this work order have been fully paid. Surveyor shall have and retain all other legal rights he may have, whether state or federal, until the fees and expenses have been paid. Customer, including the vessel and/or the person directly contracting Surveyor for this work remains separately responsible for the charges until fully paid. The person signing this work order warrants that he has authority to bind all such parties to these fees and expenses.
5. Termination. Customer may terminate the work requested upon giving written notice to Surveyor. Customer shall pay Surveyor for all work performed at Surveyor's normal hourly rate, including minimum charges, and all expenses incurred prior to termination including any travel expenses necessary for Surveyor to return to his office.
6. Report. Any report, notes or writing issued by Surveyor regarding the work requested shall be subject to these terms and conditions.
7. Opinions. Any oral or written report given by Surveyor in connection with the work requested constitutes merely statements of opinions only and is not to be considered or construed as a representation, warranty or guaranty regarding the work requested. Surveyor offers no opinion regarding insurance coverage or policy terms and conditions. Oral or written statements made by Surveyor are not to be construed or considered as in any way bearing on insurance coverage.
8. Best Efforts. Surveyor will use his best efforts to perform the work requested and to commence said services on the dates specified. The work requested will be performed

with due diligence. However Surveyor makes no promise or representation as to when the work requested will be completed.

9. Limited Liability. Surveyor shall not be liable to Customer for any claim, loss, cost, penalty or damages of whatsoever kind or nature arising out of, in connection with, or incident to the work requested, except that caused by the direct sole negligence of Surveyor, which 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. Surveyor shall not be liable in any event for any loss, cost, penalty or damage in excess of \$1,000.00.

10. Law and Venue. The work performed by Surveyor, this work order and any report issued by Surveyor shall be construed in accordance with general maritime law of the United States and the laws of the State of Connecticut. Any action, claim or suit between the parties must be brought in the state or federal courts located in New London, Connecticut. The substantially prevailing party in any litigation shall be entitled to recover all costs including reasonable attorneys' fees.

11. Entire Agreement This work order constitutes the complete agreement between Surveyor and Customer and may not be modified or altered except by further written agreement, signed by both parties. Any clause in this agreement that is deemed prohibited or unenforceable shall be treated as having been severed and the remaining provisions shall remain in full force and effect.

Return this contract for acceptance by email: bblatch@comcast.net or by Fax: 860-536-4353.

Accepted: Barnaby Blatch, SAMS AMS #886: _____

Date: _____