



SAMS® - AMS
#305

Marine Damage Consultants, LLC Tom Benton Marine Surveyor - Consultant

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Consulting ♦ Damage Assessment
Pre-Purchase & Insurance Marine Vessel Surveys

www.marinesurveyor.com/benton



NAMS - CMS
136-790

Marine Vessel Simple Appraisal - WORK ORDER

A signed work order must be completed and returned with full payment prior to the appraisal
"LIMITED" CONDITION & VALUE APPRAISAL

* Includes basic cursory inspection, an appraisal, and a narrative report stating the general condition of the vessel. This inspection is designed to satisfy the minimum requirements of establishing a reasonable value for the subject vessel. *** PLEASE NOTE*** This is a "STATIC" inspection, Operational tests are not included! This is not considered a full inspection or marine survey. The purpose is to gather enough information to develop a reasonable Fair Market Value. No findings or recommendations will be included.

INSPECTION SCHEDULE DATE: _____

PERSON CONTRACTING FOR APPRAISAL: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

TELEPHONE: DAY _____ EVENING _____

NAME ON VESSEL: _____

MAKE/MODEL/YEAR: _____

LOCATION OF VESSEL: _____ Slip # _____

Marina Contact Person: _____ Marina Phone # _____

HIN (SERIAL) #: _____ REGISTRATION #: _____

Photo copy of documentation, or registration provided? YES ___ NO ___

Haul vessel for wetted surface inspection? YES ___ NO ___ (Arrangements for, and additional expenses incurred to haul the vessel are the responsibility of the party contracting for this survey. Please verify with your insurance carrier or lender whether or not they require an out of water bottom inspection.)

Intended use of the vessel ___ Recreational ___ Commercial ___ Other (specify) _____

APPRAISAL Fee: 20' to 35' = \$450** 36' to 50' = \$650.⁰⁰** Over 50' Call for price _____

Travel is charged at \$50 per hour. (No travel fee on Grand Lake) Call for estimate _____

Total Appraisal Cost \$ _____

I PRESENTLY OWN THE SUBJECT VESSEL. I understand that this appraisal is not designed to be used as a condition of purchase, and I agree not to use it for such purpose. I hereby grant permission to board said vessel for the purpose of an appraisal inspection. I understand that this appraisal report does not constitute a guaranty, or warranty of the subject vessel. It is a statement of the apparent condition, and an opinion of the Fair Market value at the time of inspection only. I have read the terms and conditions below, and hereby agree and consent to the terms as described, including "LIMITATION OF LIABILITY".

The fee for this appraisal does not include attendance at deposition or any type of court hearing, or trial. Hourly charges and travel time charges will apply for any testimony associated with this appraisal.

Client:

X _____ Signature (**RESPONSIBLE PARTY**) Date _____

Pre-Payment required - Check, Visa or Mastercard Accepted, *Sorry we don't take American Express*

Card# _____ Exp Date: _____ Authorized Amount _____

Name on Card _____

Email Address: _____

TERMS & CONDITIONS

- * It is understood that the fee for this inspection and report does not include any deposition or trial time. To determine my current litigation fees, please consult my web-site www.marinesurveyor.com/benton
- * This inspection will include reasonable visual inspection of the vessel, including the apparent general condition of the hull and equipment. It will include a statement of the fair market value of the vessel.
- * No joiner-work or fasteners will be removed nor will any destructive testing be performed by this surveyor. Only accessible areas will be inspected, and it is understood that this surveyor assumes no responsibility for any defects later found in inaccessible areas and is not responsible for conditions subsequently arising.
- * A written appraisal report will be prepared after a thorough visual examination of the hull, top sides, machinery, rigging, hardware and equipment. The report will be submitted in good faith, without prejudice and constitutes a description of the apparent condition of the vessel at the time of inspection only, in accordance with the scope of inspection stated in the introduction. The report will not express, imply, warrant, or guarantee the future condition of the vessel. It is a statement of the general condition at the time of survey only.

LIMITATION OF LIABILITY

* Any dispute arising between the parties whether based on contract, tort, or warranty theories, shall be resolved by binding arbitration pursuant to the rules of the Uniform Arbitration Act (UAA). The arbitrator shall be selected in the following manner: A list of nine (9) Accredited (SAMS) or Certified (NAMS) Marine Surveyors who are geographically nearest Ketchum, Oklahoma shall be obtained. From that list, each party may strike two names; the arbitrator will be selected from the remaining names based on a willingness to serve. If more than one name remains, the arbitrator shall be selected by random drawing from the remaining names. Discovery shall be had by each party permitting inspection and copying or photographing all documentary and physical evidence to be presented to the arbitrator by the other party. In addition, each party shall give the other party a list of witnesses expected to testify at arbitration on his behalf, together with addresses and telephone number. This discovery shall take place at least 15 days before the scheduled arbitration. The arbitrator shall be compensated at a rate of \$100.00 per hour for preparation for and conducting the hearing, plus reasonable travel expenses. Preparation time shall not exceed the time for conducting the hearing. The parties shall share equally in the cost of the arbitrator. In no event will recoverable damages exceed the original cost of the appraisal.

PAYMENT FOR THE SURVICES MUST BE MADE IN ADVANCE.

Please allow 3 working days, after the physical inspection, for the completion of the final report.