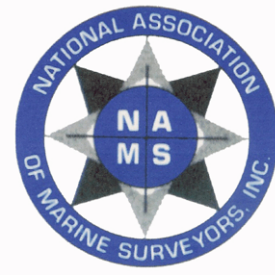




TOM BENTON, Certified Marine Surveyor
 Marine Damage Consultants, LLC
 P.O. Box 627 Ketchum, OK 74349
 Office: (918) 782-1001 Fax: (918) 782-1004
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2011 Recreational Vessel
Limited Insurance Condition & Valuation
MARINE SURVEY - WORK ORDER

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

* Includes basic inspection for deficiencies relating to life & safety, an appraisal, and a narrative report stating the general condition of the vessel, including notation of any obvious defects. This inspection is designed to satisfy the minimum requirements of most insurance company requests for a survey. In most cases, it will also meet the appraisal requirements of Lenders. *** **PLEASE NOTE***** This is a "**STATIC**" inspection, **Operational tests are not included!** This is not considered a pre-purchase inspection or survey.

SURVEY SCHEDULE DATE: _____

PERSON CONTRACTING FOR SURVEY,

Client: _____

ADDRESS: _____

CITY _____ **STATE** _____ **ZIP** _____

TELEPHONE: DAY _____ **EVENING** _____

NAME ON VESSEL: _____

MAKE/MODEL/YEAR: _____

Amount of Insurance Requested \$ _____

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 whether or not they require an out of water bottom inspection.)

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

Intended Cruising area ___ **Inland Lakes** ___ **Inter-coastal & Near Shore** ___ **Offshore**

(\$500 Minium survey fee)

Survey Fee: \$16 per foot, Length Overall. **Boat Length** _____ **X \$16.⁰⁰ =** _____

With Haulout (Bottom Inspection) add \$150 _____

Travel is charged at \$60 per hour round trip. (No travel fee on Grand Lake) Call for estimate _____

Total Survey Cost **\$** _____

CONTINUED ON PAGE 2

*** *Please Allow 4 to 5 working days after the inspection for completion of the report*

I PRESENTLY OWN THE SUBJECT VESSEL. I understand that this survey is not intended for commercial use vessels. I further understand that this survey is not designed to be used as a condition of purchase, and I agree not to use it for such purpose. The survey report is intended for the sole use of the named client, the clients lenders and underwriters. Other potential buyers, individuals, or entities are specifically excluded as third party users of the resulting survey report. I hereby grant permission to board said vessel for the purpose of a marine survey. I understand that this survey report does not constitute a guaranty, or warranty of the subject vessel. It is a statement of the apparent condition, a list of noted recommendations, and an opinion of the Fair Market value at the time of survey only. I have read the terms and conditions stated on this work order, and hereby agree and consent to the terms as described Below, including **"LIMITATION OF LIABILITY"**.

Client:

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

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

Card# _____ Exp Date: _____

Name on Card _____

Email Address: _____ (Preferred method of report delivery)

TERMS & CONDITIONS

* It is understood that the fee for this inspection and report does NOT include any deposition or trial time, and that my services are complete with the delivery of the report. To determine my current litigation fees, please consult my web-site www.marinesurveyor.com/benton

* The following procedures are used in our surveys and are provided for the exclusive benefit of the person named on the front page of this document as "Client". The survey is not transferrable to any other individual and information provided here is for the use of this client only. Please review, complete questionnaire, sign, enclose payment and return prior to survey.

The mandatory standards promulgated by the United States Coast Guard (USCG), under the authority of Title 46 United States Code (USC); Title 33 and Title 46, Code of Federal Regulations (CFR), and the voluntary standards and recommended practices developed by the American Boat and Yacht Council (ABYC) and the National Fire Protection Association (NFPA) will be used as GUIDELINES in the conduct of this survey. **Complete compliance with any standard is not suggested or guaranteed.**

* This survey will include reasonable visual inspection of all vessel parts, where accessible, including the apparent condition and safety of these parts and equipment. It will include a statement of the fair market value of the vessel. Recommendations will include what must be done to reasonably ensure safety and whether the vessel is fit for its intended service. Limited insurance and finance surveys may not address deficiencies that are not considered to be an imminent hazard to life and property, or items not considered to be major valuation considerations. Likewise, minor cosmetic damage may not be addressed. Latent defects can and do exist that are not discoverable under normal inspection methods, and no warranty is offered with respect to latent defects.

* No joiner-work or fasteners will be removed nor will any destructive testing be performed by this surveyor without written consent of the owner. Only accessible areas will be inspected, and it is understood that this surveyor assumes no responsibility for any defects later found in unaccessible areas and is not responsible for conditions subsequently arising. Rigging on sailing vessels above eye level (aloft) should be accomplished by a qualified sail and rigging surveyor. Sails should be inspected by a sail loft. Internal engine condition should be addressed by a qualified engine surveyor.

* A written survey 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 survey 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 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 survey.

PAYMENT FOR THE SURVEY MUST BE MADE IN ADVANCE.

Please allow 4 to 5 working days, after the physical inspection for the completion of the final report.