



Marine Damage Consultants, LLC.

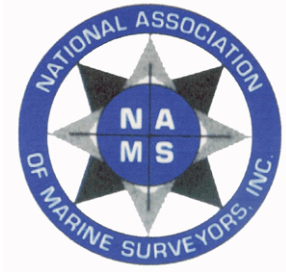
TOM BENTON, SAMS-AMS / NAMS-CMS

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2011 Recreational Vessel

PRE-PURCHASE MARINE SURVEY WORK ORDER



A signed work order must be completed and returned with full payment prior to the survey

* Includes a complete detailed visual inspection of all accessible areas of the vessel, and inspection of all marine systems where practical and reasonable, including hull and stringer systems, propulsion machinery, electrical systems, plumbing systems, heating and air conditioning systems, generator sets, shore power systems, etc., and operational tests if practical and possible. *** It will include a comprehensive written report, and an appraisal of the fair market value of the vessel. Special services charged by the hour, over and above the survey fee, call for an estimate.

SURVEY SCHEDULE DATE: _____

PERSON CONTRACTING FOR SURVEY,

CLIENT: _____

ADDRESS: _____

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

TELEPHONE: DAY _____ **EVENING** _____

NAME ON VESSEL: _____ **MAKE/MODEL/YEAR:** _____

OWNER OF VESSEL: _____

LOCATION OF VESSEL: _____ **Slip #** _____

Marina Contact Person: _____ **Marina Phone** _____

HIN (SERIAL) #: _____ **DOCUMENTATION, or REGISTRATION #:** _____

PURCHASE PRICE: _____

Start engines: YES ___ **NO** ___

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

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

Survey Fee: \$20.00 per foot, Length Overall. Boat Length _____ **X \$20.00 =** \$ _____

With Haulout (Bottom Inspection) YES ___ **NO** ___ **(Add \$150)** \$ _____

**** (Additional travel lift or truck expenses incurred to haul the vessel are the responsibility of the party contracting for this survey.)**

With Sea Trial YES ___ **NO** ___ **Seatrial: (Add \$150)** \$ _____

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

Computer Engine Diagnostics: YES ___ **NO** ___ **(\$100 per engine, includes print out)** \$ _____

**** (Computer Diagnostics Only available on 2001 and later product, some models not available)**

Special Services Desired (Extra Charge, \$90 per hour, call for estimate)

Hull Moisture Testing YES ___ **NO** ___ **(72 hour prior haulout required, Bottom paint must be removed)**

Corrosion Testing YES ___ **NO** ___ **(Boat must be left undisturbed in slip 48 hr prior)**

Outside Contract for an engine survey "On a Quoted Basis Only" YES ___ **NO** ___

EXTRA SERVICES \$ _____

ESTIMATED TOTAL SURVEY COST \$ _____

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

Tom Benton, NAMS-CMS SAMS-AMS, Marine Surveyor & Consultant

The purchase and ownership of any used vessel involves assuming the risk of potentially costly or hazardous defects which may not be discovered in a marine survey. Every effort will be made to disclose all discoverable deficiencies. I understand that this survey and report does not constitute a guarantee, 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. 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 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: _____ Signature (**RESPONSIBLE PARTY**) Date _____

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

Card# _____ Exp Date: _____

Name on Card _____ Total Amount _____

Email Address: _____ (Preferred method of delivery)

*****Boarding Authorization:** * Authorization to board the above named vessel for the purpose of conducting a marine survey. * Signature (**Owner or Agent of Owner**) _____ Date _____

TERMS & CONDITIONS

* It is understood that the fee for this inspection and report does not include any deposition or trial time. 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 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. Minor cosmetic damage may not be addressed, including gelcoat crazing or minor cracks. 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 inaccessible 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. These items are outside the scope of this survey.

* 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 within 5 working days after the physical inspection. It is offered 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 six (6) 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.