

Midwest Marine Surveyors, LLC

“Marine Survey Work Order and Contract”

Gary Shorrel – Accredited Marine Surveyor – AMS #996

17428 99th Ave. Chippewa Falls, WI 54729

715-828-5320 E-mail: marine-surveyor@charter.net FAX: 715-404-7404

- The following **Terms, Conditions, and Limitations** are provided for your information and benefit.
- One survey report (with photos) will be provided (unless agreed otherwise) only to the person authorizing this survey/appraisal or as agreed to between this surveyor and subject client. **Please sign and return this contract via FAX, U.S. mail, or email stating you are signatory to the contract.**
- I will exercise “reasonable care” and “due diligence” in conducting a “visual” and “hands-on” marine survey/appraisal of the accessible areas of the subject vessel.
- Unless specifically stated otherwise, in my survey report/appraisal, this surveyor will not operate the engines, machinery, equipment or appurtenances.
- I will report all “details”, “particulars”, and “findings” discovered during subject survey/inspections including “Safety Deficiencies”, “Other Deficiencies Needing Attention”, and “Surveyor’s Notes and Observations”.
- The client or broker is responsible for arranging for a haul out if a wetted surfaces and underwater machinery inspection is required and for a Captain to operate the vessel if a sea trial is required. There is an additional fee for a sea trial inspection.
- All “judgments”, “conclusions”, and “recommendations” will be expressions of my opinion based upon my skill, my training, and my experience after a careful examination of the vessel and its systems.
- The survey report will be prepared after a thorough visual and hands-on examination of the hull, machinery, hardware, systems, and equipment. The report will be submitted in “good faith”, “without prejudice” and will constitute a description of the **condition and value** of the vessel at the time and date of survey.
- No part of my survey report will be issued as an expressed or implied “warranty” or “guarantee” of the “vessel condition”, the “vessel’s value”, the “vessel’s replacement value”, or the “cost of any required repairs”.
- The survey report will be issued for the sole use of the requesting party (work order signatory) and for an agreed fee based upon the express use of the report and the legal liability of the surveyor or Corporation. Others are not to use the published report and not to rely on its contents without payment to this surveyor or Corporation for an agreed fee based upon an appropriate reevaluation of the same factors in the published report of survey.
- **The survey report will be delivered via an email .pdf file.** A hard copy via U.S. mail can be provided only if the client does not have email capability.
- This survey or Corporation shall have no liability for consequential damages, no liability for personal damages, no liability for property loss damages, no liability for punitive damages, all of which shall be deemed to have been knowingly and voluntarily waived upon use of the subject survey report and work order signature.
- In no event shall the legal liability of this surveyor and this Corporation exceed the fee paid by the requesting party for this survey and report regardless of the claims or suits and regardless of the number of claims or weather under theory or tort, contract, products, outrage, or otherwise. Also, you agree to pay all legal costs for bill collection if required.
- A signed copy of the below Marine Survey Work Order and Contract is required prior to the physical survey.

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CLIENT NAME: _____ ADDRESS: _____

CITY/STATE/ZIP: _____ PHONE: _____

CELL PHONE: _____ FAX: _____

EMAIL: _____

VESSEL NAME: * _____

MAKE/MODEL: _____

VESSEL YEAR: _____

L.O.A. _____

MARINA/LOCATION: _____

AFLOAT _____ BLOCKED _____

SLIP #: _____

REGISTRATION: _____

HIN: _____

OFFICIAL #: _____

SURVEY REASON: 1. PRE-PURCHASE _____ 2. INSURANCE: _____ 3. APPRAISAL _____

DATE OF SURVEY: _____ BOTTOM SURVEY? YES _____ NO _____

HAUL OUT ARRANGEMENTS: _____ SEA TRIAL? YES _____ NO _____

SEA TRIAL ARRANGEMENTS: _____

AGREED SURVEY FEE: \$

MILEAGE: \$

SEA TRIAL: \$

TOTAL: \$

* Authorization to board and survey above named vessel

I agree to make payment in full in cash, by personal check or bank draft in U.S. dollars prior to survey report delivery. The survey report will be transmitted via email or mailed immediately upon completion and receipt of payment.

I agree to pay ½ of the agreed to survey fee if I cancel the survey for any reason within 48 hours of the date of survey as stated in this contract.

I hereby agree and consent to the above terms. (Signature) _____

DATE ORDERED: _____