

# Walt Pilny

**marine services co.**

4814 Lakeview Dr. Mentor, Ohio, 44060 - Office: 440-257-0432, Cellular: 216-570-5137  
E-Mail wallysboats@aol.com

## SURVEY AGREEMENT

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: (day) \_\_\_\_\_ (Eve) \_\_\_\_\_

E-mail: \_\_\_\_\_

Survey Type: (Pre-Purchase / Ins. / Other) \_\_\_\_\_

Boat Make: \_\_\_\_\_ Year: \_\_\_\_\_ Size: \_\_\_\_\_

Boat Name: \_\_\_\_\_ Official Numbering: \_\_\_\_\_

Power: \_\_\_\_\_ Sail: \_\_\_\_\_ Hull Material: \_\_\_\_\_

Engines: (gasoline / diesel) \_\_\_\_\_ Horsepower: \_\_\_\_\_

Owner / Broker: \_\_\_\_\_

Vessel Location: \_\_\_\_\_ Sea Trail required: \_\_\_\_\_ Note: Sea Trial  
not included in basic survey price. Add. fee of \$65.00 per hour.

Price: (upon request) \$ \_\_\_\_\_ / per foot Total: \$ \_\_\_\_\_

I understand that the survey report does not imply a guarantee or warranty. The report is a statement of the apparent condition, a list of recommendations and a Fair Market Value at the time of survey only.

I authorize Walt Pilny Marine Services Co. and any of its representatives to board the above named vessel for the purpose of conducting a marine survey.

\_\_\_\_\_  
Person contracting survey / owner / agent.

\_\_\_\_\_  
Date

YACHT & SMALL CRAFT SURVEYS - DELIVERIES - CONSULTING – CARGO &  
DECK SURVEYS – DRAFT SURVEYS - LICENSED U.S.C.G. CAPTAIN  
MEMBER: **SOCIETY OF ACCREDITED MARINE SURVEYORS**

## Terms and Conditions:

WHEREAS, Marine Surveyor is engaged in the business of performing marine surveys and represents that he is duly qualified to do so.

WHEREAS, Survey Purchaser is desirous of having a marine survey performed upon the previously named vessel.

NOW THEREFORE, In consideration of the mutual promise given and received herein Marine Surveyor agrees to perform, and Survey Purchaser agrees to purchase a marine survey under the following terms and conditions.

1. Survey Purchaser if not the owner of the said vessel, represents and warrants that he has obtained specific permission from the owner of said vessel for the conduct of a marine survey at the location indicated and that the owner knows and understands that minor damage sometimes does and can occur to a vessel during a marine survey when reasonable stresses are placed upon vessel components in order to test their condition, and that the owner shall hold the Marine Surveyor harmless for any such damage which may occur. Survey Purchaser further agrees, as a specific condition of the marine survey being performed, that he will indemnify Marine Surveyor from any and all actions, claims and demands made by the owner against Marine Surveyor for any damages sustained by the vessel during the course of the marine survey as aforesaid. Such indemnification shall include all reasonable attorney's fees and costs, which may be incurred by Marine Surveyor in the defense of said actions, claims or demands.
2. It is further agreed and understood that the marine survey performed, and the marine survey report issued, in no way constitutes a warranty or a guarantee either expressed or implied of the condition of the vessel. The marine survey report shall describe the condition of the vessel as observed by the Marine Surveyor at the time his survey is conducted and may contain opinions or judgments of the Marine Surveyor. **THE MARINE SURVEY REPORT ISSUED IS SUBJECT TO THE CONDITION THAT IT IS UNDERSTOOD AND AGREED THAT MARINE SURVEYOR SHALL UNDER NO CIRCUMSTANCES WHATSOEVER BE HELD RESPONSIBLE IN ANY WAY FOR ANY ERROR IN JUDGEMENT, DEFAULT OR NEGLIGENCE, OR FOR ANY INACCURACY, OMISSION, MISREPRESENTATION OR MISSTATEMENT, IN THE EVENT OF DISSATISFACTION WITH THE CONDUCT OF THE SURVEY, WITH ERRORS CONTAINED IN THE REPORT, OR BY OMISSION OF INFORMATION THE SOLE AND MAXIMUM REMEDY SHALL BE LIMITED TO THE AMOUNT OF THE FEE ACTUALLY RECEIVED FOR THE REPORT, WHICH SHALL BE REFUNDED.**
3. It is further agreed and understood that, during the course of the marine survey, only those components or items, which can be reasonably inspected by Marine Surveyor under the conditions present at the time of marine survey, shall be inspected. Engines shall not be disassembled, bulkheads and partitions shall not be removed, and electrical systems shall not be tested, trace or analyzed unless specifically requested by Survey Purchaser and an additional fee agreed upon therefore. Any system or component observed under normal operating conditions or conditions as closely approximating normal operating conditions as possible. In any event, the conduct of the marine survey shall be at all times reasonable under the circumstances and no more. For sailing vessel surveys, spars and rigging will be visually inspected as accessible from on deck, and sails will be inspected as found furled or bagged unless other arrangements are made prior to the survey. Determination of inherent design and stability characteristics is beyond the normal scope of a marine survey. The survey report is not considered to be an inventory or a warranty, either specified or implied.
4. It is agreed and understood that the Survey Purchaser, by the execution of this Agreement, obligates himself for the payment of the marine surveying services performed, in the amount of the fee agreed upon herein, and that in the event Survey Purchaser fails or refuses to make said payment he shall be liable to the Marine Surveyor for all costs and expenses, including reasonable attorneys fees, incurred by Marine Surveyor in the collection of said debt. Furthermore, in the event that litigation becomes necessary, Survey Purchaser agrees that Ohio courts shall be the proper legal forum and that the laws of Ohio shall apply.
5. The written report will be available not more than seven (7) working days after the physical inspection unless prior arrangements are made for "rush" delivery. The report will not be made available to any other party without the permission of the client. Verbal consultation may be provided prior to the delivery of the written report. Payment is due at the time of the scheduled survey.

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Survey Purchaser

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Surveyor