

Simex International/David Price Inc.,

Contract for Services

Terms and Conditions

Role of the Surveyor. The surveyor is contracted by and works exclusively for the contracting client. The surveyor provides a comprehensive evaluation of the vessel and a list of findings and recommendations for corrections of faults. Recommendations are divided into two (2) categories: PRIORITY Recommendations and GENERAL Recommendations. The surveyor may, in his inspection, confirm or deny the claims made for the boat by the seller.

- Inspections are conducted based upon the guidelines of The Society of Accredited Marine Surveyors (SAMS)
- The surveyor will list observable non-compliance with required safety regulations, as specified by the Code of Federal Regulations (CFR)
- A surveyor cannot determine the full extent of compliance with any standard but will list observable discrepancy from ABYC standards.

Role of the Client. The party contracting with the surveyor is responsible for researching the appropriate surveyor for his or her needs and understanding that the results of the survey and the survey report are a single tool in his or her evaluation of the prospective vessel. The client understands that marine survey is not licensed or regulated by any government agency, that the established methods are observation and non-destructive testing, and that no warranty is implied in discussions, written or oral, about the lifespan of gear and equipment. The client must sign a **Contract for Services** with the surveyor delimiting the services to be provided. Accepting the survey report, and paying the agreed fee, will constitute contract acceptance in lieu of a previously signed written agreement.

Role of the Owner/Seller. The owner/seller will provide a list of particulars concerning the vessel including an inventory, and the owner's manuals. The owner/seller or his designee will facilitate the actual survey by emptying lockers and bilges for inspection, explaining the use of unfamiliar equipment, non-standard installations and operating all machinery. The owner/seller will reveal any previous major repairs or structural changes and provide documentation as to these changes. The owner/seller will provide all the chain of ownership legal documents; this is especially important with vessels not documented in the United States. The owner/seller or his designee will operate the vessel prior, during, or post survey and sea trials.

Intent of This Agreement. The purpose of this survey is to provide the client with a reasoned opinion of the condition and value of the vessel to be surveyed. No guarantees or warranties are expressed or implied. Destructive testing, cost estimating, scientific calculation, including the recording of moisture meter readings, prognosis for osmotic blistering and determining the extent of hydrolysis or laminate disbonding are beyond the scope of the survey and require specialized examiners.

Marine survey is not an exact science and is not regulated nor licensed by any governmental agency. It is neither cost-effective nor practical to list every observable cosmetic deficiency. It is not possible to guarantee discovery of hidden flaws. Often, flaws become apparent after

a change in environment or the installation of electronic or mechanical equipment. The surveyor does not warrant the vessel.

Exclusions. Destructive or laboratory testing, estimating costs of repairs and the proper function of machinery and electronics are beyond the scope of the survey and require specialists. Anything that is not specifically mentioned is specifically excluded. Unless otherwise agreed, electronics, machinery, engines and complex electrical installations are excluded. Masts, rigging above deck level, sails and sail handling equipment may be included by agreement.

Warranties, Guarantees. The surveyor warrants that he has the experience and prerequisites to accept the contract and further warrants that he is free of prejudice and is working only for the contracting client. Discussions of probable lifespan of various parts such as bilge pumps or rigging cannot be construed as surveyor warranty. Errors and omissions are limited to the terms of this contract. Failure to list obvious wear and tear that is within the observable scope of the contracting client does not constitute omission nor does subsequent discovery of defect beyond the limitations of this survey, constitute error. Disputes arising from this contract must be adjudicated in Broward County, Florida, USA. Settlements are limited to the value of the contract, less any expenditures for oil samples, consultant fees and out-of-pocket expenses.

Contracting Client Name _____

Address _____

City _____

State _____ ZIP _____

Date _____

Phone Number _____

Vessel Name _____

Location _____

Type _____

LOA _____ Beam _____ Draft _____

Year of Manufacture _____

Signature _____