



Wilson & Associates
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SOCIETY OF ACCREDITED
MARINE SURVEYORS®



Agreement to Perform Survey

This agreement, made this _____ and between marine surveyor, **David H. Wilson AMS** (hereinafter referred to as 'Marine Surveyor') _____ (Hereinafter referred to as "Survey Purchaser").

WITNESSETH:

WHEREAS, Marine Surveyor is engaged in the business of performing vessel surveys and represents that he is duly qualified to do so; and WHEREAS Survey Purchaser is desirous of having a hull and evaluation survey performed upon the below-named vessel; NOW, THEREFORE, in consideration of the mutual promises given and received herein Marine Surveyor agrees to perform, and Survey Purchaser agrees to purchase, a marine survey wider the following terms and conditions:

1. The hull and evaluation survey shall be within **15** days of the date of this Agreement.
2. Said survey shall be performed at the following location _____ with the vessel afloat and/or hauled. The fee for said survey on a the _____ Payable prior to receipt by Survey Purchaser of a written marine survey report and shall be at the rate of \$ _____ per foot plus mileage @.50 per mile and expenses if any. 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 during a survey at the location indicated and that the owner understands that minor damage sometimes does and can occur to a vessel during an survey when reasonable stresses are placed upon vessel components In order to test their condition, and that the owner shall hold 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 or 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 attorneys fees and costs which may be incurred by Marine Surveyor in the defense of said actions, claims, or demands.
3. It is further agreed and understood that the survey performed, and the survey report issued, in no way constitutes a warranty or a guarantee either expressed or implied of the condition of the hull, engines and drive systems. The marine survey report shall be a cursery inspection only and describe the condition of the hull and machinery as observed by Marine Surveyor at the time his survey is conducted and may contain opinions or judgments of the Marine Surveyor. This survey is not expressed or implied to be an insurance policy against future performance or condition and the charge for this survey is not to be considered an insurance premium.
4. **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 JUDGMENT DEFAULT OR NEGLIGENCE, OR FOR ANY INACCURACY, OMISSION, MISREPRESENTATION OR MISSTATEMENT. ANY CLAIM FOR LIABILITY IN THIS SURVEY IS LIMITED TO THE AMOUNT CHARGED FOR THIS SURVEY. IT IS UNDERSTOOD THAT THE LIMIT OF THE SURVEYERS LIABILITY IS THE AMOUNT PAID FOR THIS REPORT, WHICH SHALL BE REFUNDED.**
5. It is further agreed and understood that during the course of the survey, only those components or items Which Marine Surveyor can reasonably inspect under the conditions present at the time of the marine survey shall be inspected. Engines and drive components shall not be disassembled bulkheads and partitions shall not be removed, and electrical system shall not be traced or analyzed unless specifically requested by survey Purchaser and an additional fee agreed upon therefor. Any system or component observed shall be 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.
6. It is agreed and understood that 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 Marine Surveyor for all costs and expenses, including reasonable attorney's fees, incurred by Marine Surveyor in the collection of said debt. Furthermore, in the event that litigation becomes necessary; Survey Purchaser agrees that Washington courts shall be the proper legal forum and that the laws of Washington shall apply.
7. IN WITNESS WHEREOF, we have hereto set our hands the date first written above, in the city of Seattle in the State of Washington.

I (Survey purchaser) give permission to share findings with broker and/or seller: Yes _____ Denied _____
Final report will not be released prior to reciept of signed contract and payment.

Survey Purchaser _____ Date: _____
David H. Wilson

Marine Surveyor _____ Date: _____
Case Number: _____