

Nautical Services Inc.

Phone: (251) 979-5006

SURVEY AGREEMENT

NSI File Number: _____

Client Name: _____

Address: _____

Phones: _____ Email: _____

Survey Type: Pre-purchase, CV, Other: _____

Boat Name/Official Number/ Hull Number: _____

Type of Vessel: Power, Sail: Year: _____

Hull Material: FRP, Wood, Steel, Aluminum, Other: _____

Engine(s): Diesel, Gas, Single, Twin, O/B, I/B, I/O,

Make: _____

Owner/Broker: _____ Phone: _____

Referred to Nautical Services, Inc By: _____

Survey Date: _____ Time: _____ Vessel Location: _____

Haul-out Yard: _____ Haul Out Time: _____

Sea Trial- Yes: No: Audio Gauging: Yes: No:

Additional Testing: (CO): Carbon Monoxide, Spectrometric Analysis, (DB) Noise

Galvanic Corrosion testing, Moisture Analysis, Performance & Handling:

Cost for Survey: _____ Engine survey costs\$: _____ Additional Costs\$: _____

Total costs of Survey\$: _____

Note: Arrangements for haul-out and payment for haul-out are the responsibility of the party contracting for the survey, and are not included in Survey price. I understand that the survey report does not constitute a guarantee or warranty of the subject vessel. 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 have read and hereby agree and consent to the terms and conditions on Page 2 of this agreement. Boarding Authorization: Dennis Heine - Marine Surveyor, is hereby authorized to board the above named vessel for the purpose of conducting a marine survey.

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; and

WHEREAS, Survey Purchaser is desirous of having a marine survey performed upon the previously 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 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 understands that minor damage sometimes does and can occur to a vessel during a marine survey when reasonable stresses are placed upon vessel and 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 Marine Surveyor at the time his survey is conducted and may contain opinions or judgments of the Marine Surveyor.

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, traced or analyzed unless specifically requested by Survey Purchaser and an additional fee agreed upon therefore. 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.

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, she, shall be liable to the Marine Surveyor for all costs and expenses, including reasonable attorney's fees, incurred by Marine Surveyor, or in the collection of said debt. Furthermore, In the event that it becomes

necessary to bring legal action to enforce the payment provisions of this agreement, the client shall be responsible for paying the reasonable collection costs of such action including attorney fees and other related costs.

Should the Client, for any reason, seek to bring legal action against the Surveyor or his/her company, the total of any damages that may be awarded will be limited to the charge for the survey as listed above.

5. The written report will be available not more than five (5) 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 to Survey Purchaser only, and Payment is due upon receipt of written report.

6. The vessel will be made ready for the surveyor providing complete access where access is available. Inspection to compartments, bilges, engine room, lockers etc. will be free of stores as to readily permit the surveyor entry and egress without engaging in the removal of equipment, tools, fishing gear etc.

Dennis Heine/AMS #914 Principal Surveyor

X: _____, Print Name: _____

Survey Purchaser Signature

Date: _____