

ASSOCIATED MARINE CONSULTANTS, LLC

SURVEY ORDER FORM

340 9th St. N. Unit 215 Naples, FL 34102

PHONE: 239- 537-3676

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Associated Marine Consultants, LLC is hereby authorized to conduct a Marine Survey on:

Vessel Name: _____

Builder: _____ Model: _____ Year: _____

Purpose of Survey: _____

Survey will include an inspection of the vessel, vessel's structure, systems and equipment with inspection in dry-dock and trial run as requested.

The purpose of this survey will be to determine the condition and approximate market value of the above vessel. The vessel will be surveyed without removal of parts to include fittings, plumbing, wire casings, permanently fastened carpeting, panels, partitions, sheathing, joiner work, deck covering, ground tackle or any other permanently or semi- permanently installed items. Locked or otherwise inaccessible areas will prevent inspection.

The charge for the above survey will be \$ _____ and includes travel and other surveyor expenses, but does not include the costs of docking and/or undocking of the vessel. The written report will consist of vessel specifications, general comments, a list of operational equipment and a list of extra equipment. Also, specific remarks and recommendations will be made concerning the vessel in dry-dock, the exterior (including spars and rigging, if applicable), interior, bilge areas, electronics, safety equipment and deficiencies and well as trial run results and comments. With the signing of this survey order the client, client's agent or person requesting this survey, agrees to the charges as set forth above and to the provisions as set forth in the written survey report.

Survey results are intended to represent the physical condition of the vessel only on the day of the survey, based on the facts presented and discovered, in the opinion of the surveyor. This report will not specify or imply any type of warranty of the vessel or the vessel's equipment. Additionally, the survey will not address the vessel's stability, characteristics, inherent defects, or the internal condition of machinery.

Operation of AC and DC electrical systems will be conducted only to verify the basic operation of those systems as specifically listed in the report. No reference or information contained in the report should be construed to indicate compliance of any equipment to include propulsion system, auxiliary machinery and electronics with manufacturers' published specifications. Comments concerning cosmetics are made at the discretion of the surveyor and should be considered the surveyor's opinion.

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.

Acceptance and use of this report by the client acknowledges the client's understanding that the report has been composed of information that is believed to be true after reasonable investigation and inquiry but is not warranted to be so. The information was obtained without drilling, diving, ultrasonics, cleaning, or opening up to expose parts or conditions ordinarily concealed. There were no tests for tightness or soundness conducted other than the conditions noted visually.

Acceptance and use of this report acknowledges the client's understanding that no determination of stability or structural strength has been made, and no opinion is expressed.

Acceptance and use of this report acknowledges the client's understanding that Associated Marine Consultants, LLC does not accept any responsibility for damage or deterioration not found or discovered during the course of survey, nor for consequential damage, corrosion, deterioration or loss due to any error or omission.

The Client hereby undertakes to keep the Surveyor/Consultant and its employees, agents and subcontractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

Notwithstanding the above clause, in the event that the Client proves that the loss, damage, delay or expense was caused by the negligence, gross negligence or willful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's/Consultant's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Surveyor's/Consultant's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of ten times the Surveyor's/Consultant's charges.

The client shall have the right to cancel this agreement up to three calendar days prior to the date of the survey. **Cancellation after this date will require the client to pay Associated Marine Consultants, LLC the minimum daily surveyor fee of \$400.00**

I understand and agree to the above conditions and stipulations.

Signed: _____

Client/Client's Agent: _____ Date: _____

Surveyor: Carl M. McCann _____ Date: _____

Carl M. McCann