

WATERS EDGE MARINE SURVEY

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Sandusky, Ohio 44870
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msurveyor@sbcglobal.net

HOURLY WORK ORDER

Client Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone : _____ (1) _____ (2) E-mail: _____

Survey Type: (Pre-purchase/CV/Other) _____

Boat Name/Official Number: _____

___ Power ___ Sail Year _____ Builder/Model _____ Length _____

Propulsion: Single ___ Twin ___ OB ___ IB ___ I/O ___ Diesel ___ Gas ___ Mfg. _____ Horsepower _____

Owner/Broker: _____ Phone: _____

Referred to Waters Edge Marine Survey By: _____

Buyers Experience: _____ Intended Use: Recreational ___ Charter ___ Where: _____

Vessel Location: _____ Keys: _____

Haul-out Yard: _____ Time: _____

Note: Arrangements for haul-out and payment for haul-out are normally the responsibility of the party contracting for the survey, and are not included In Survey price.

Price U.S. \$ 100.00/HOUR (2 HOUR MINIMUM)

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: John C. Roesch, Pamela J. Roesch, or associates of Waters Edge Marine Survey, are hereby authorized to board the above named vessel for the purpose of conducting a marine survey.

(Person contracting survey/owner or agent)

(Date)

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 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 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 THIS 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 be checked visually, but not analyzed unless specifically requested by Survey Purchaser and an additional fee agreed upon therefore. All systems or components 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. 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 implies. If the vessel is under shrink-wrap it cannot be fully inspected, only areas that can be reached shall be inspected. If the vessel is inspected in temperatures below freezing both the accuracy of percussion and moisture meter testing is not as reliable as vessels done in
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 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 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 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. Payment is due upon receipt of written report.