



Marine Logistics Co. LLC.

Maritime Consultants – Marine Surveyors

Capt. William C. Brindamour, SAMS® AMS®

159 Woodland Road, Hampton, New Hampshire, 03842

Office & Fax: 603-926-0214

SURVEY AGREEMENT

Number: _____ **Date:** _____
Client Name: _____
Address: _____
Phone: _____ (1) _____ (2) **E-mail:** _____
Survey Type: (Pre-purchase/CV/Other) _____
Boat Name/Official Number: _____
Power _____ **Sail Year** _____ **Builder /Model** _____ **Length** _____
Hull (FRP, Wood, Steel, Aluminum) _____
Engines: (Single/Twin, OB, IB, IO, Diesel, Gas) Make: _____
Owner/Broker: _____ **Phone:** _____
Survey Date: _____ **Time:** _____ (am/pm)
Vessel Location: _____
Haul-out Yard: _____ **Time:** _____ (am/pm)
Note: Arrangements for haul-out and payment for haul-out are normally the responsibility of the party contracting for the survey, and not included in survey price.
Sea Trial: _____
Other: _____
Price US\$ _____ (*due at time of inspection*)

Terms and Conditions-

Our survey procedures, described below, conform to standard practice for marine surveys by the Society of Accredited Marine Surveyors. The following procedures are used in our surveys for the exclusive use of the person named as "Client" on Page 1 of this agreement. The survey is not transferable to any other person or entity and the information provided here is for the use of this client only.

A condition and valuation survey will include reasonable visual inspection of all vessel parts where accessible, including the apparent condition and safety of these parts and of installed equipment. A written survey report will be prepared after a thorough visual examination of the hull topsides, machinery, rigging, hardware, and equipment. The survey report will include a comprehensive description of the vessel, a statement of the fair market value and replacement value and recommendations for items necessary to reasonably ensure safety and the fitness of the vessel for its intended service. Minor cosmetic issues not materially affecting value may not be addressed. Latent defects may exist that are not discoverable under normal inspection methods, and no warranty is offered with respect to latent defects.

The mandatory standards promulgated by the United States Coast Guard (USCG), under the authority of Title 46 United States Code (USC); Title 33 and Title 46 Code of Federal Regulations (CFR), the voluntary standards and recommended practices developed by the

American Boat and Yacht Council (ABYC), and the standards of the National Fire Protection Association (NFPA), will be used as guidelines in the conduct of this survey, but complete compliance with such standards is not guaranteed.

All normally accessible parts of the vessel will be inspected. Fixed parts will not be removed, including fittings, fasteners, furniture, or joiner-work. Locked compartments and lockers cannot be inspected. Owners, sellers, or their representatives (captain, broker, etc.) should make sure that the vessel is prepared for survey with compartments unlocked, stores and excess equipment removed, and maximum access to all areas of the vessel provided.

Machinery, belts, hoses, tanks, and piping will be visually inspected where normally accessible. No disassembly, sampling, destructive testing, chemical or physical analysis, compression or pressure testing or will be performed except by prior arrangement and with written permission of the owner of the vessel. Machinery and equipment may be inspected while operating only when the owner or owner's representative (captain, broker, etc.) is present to operate the machinery. Depending on conditions observed visually, further testing may be recommended. 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. Depending on these observations, further inspection may be recommended.

Determination of inherent design and stability characteristics is beyond the normal scope of a marine survey. The survey report is not to be considered an inventory or a warranty, either specified or implied. The survey will not express or guarantee the future condition of the vessel. 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. The client is encouraged to attend the survey, and verbal consultation may be provided prior to delivery of the written report. Payment is due at the time of the inspection

We encourage clients to visit our web site at www.marinesurveyor.com/mlc to learn about our experience and qualifications as well as the role of the surveyor in yacht transactions.

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 an opinion of the Fair Market Value at the time of the survey only. I have read and hereby agree and consent to the terms and conditions listed above.

(Person contracting survey, signature)

(Date)

Boarding Authorization: William C Brindamour, AMS, marine surveyor, is hereby authorized to board the above named vessel for the purpose of conducting a marine survey.

(Vessel owner or authorized agent)

(Date)