

MARINE SURVEY WORK ORDER

Client: _____ **Address:** _____

Phone: _____ **eMail:** _____

VESSEL NAME: _____ **BUILDER:** _____ **MODEL:** _____

LENGTH: ____ **YEAR:** ____ **ENGINE(S):** _____ **TRAILER:** _____

SELECT SURVEY TYPE: **Pre-Purchase:** ____ **Bottom Survey:** ____
Insurance: ____ **Sea Trial:** ____
In Water: ____

DATE OF SURVEY: _____ **TIME:** _____ **LOCATION:** _____

Unlock Info./Other Comments: _____

CLIENT IS RESPONSIBLE FOR HAULOUT FEE.

Daniel R. DeHart, hereafter referred to as the surveyor, agrees to conduct a marine survey and furnish a professional report of the survey for the sum of: _____. Payment shall be made in U.S. Dollars **PRIOR TO** or **ON** the day of the survey. **THE SURVEY CANNOT BEGIN UNTIL FULL PAYMENT IS MADE** and this form is signed by client and submitted to the surveyor. Upon payment, the client will be provided with a receipt for payment. Only Cash, Approved Checks and Credit Cards are accepted for payment. Reports, with attachments, i.e., Photo Page(s) are normally prepared and e-mailed to the client in 1-2 business day after the survey. Hard copies and/or Faxing (surveyor no longer has a Fax Machine) are not normally provided and if requested may result in an additional charge.

SCOPE OF SURVEY: This survey checks for compliance with, depending on the subject vessel, U.S. Coast Guard regulations, American Boat and Yacht Council and National Fire Protection Association, standards and practices, and general structural condition. Spars and rigging will be inspected from deck level only. Sails will be inspected flaked, furled, or in the bags only, unless prior arrangements are made.

DOCKSIDE, HAUL OUT AND/OR UNDERWAY SEA TRIAL: It is acknowledged by the client that it is his or her responsibility to determine what the survey requirements (Dockside, Haul Out and/or Underway Sea Trial or any combination thereof) is needed for his purposes and the surveyor will not have any responsibility to amend, re-survey or otherwise expand the survey to meet those requirements if the client finds out later the survey requirements as instructed to the surveyor are not adequate for his needs. If a sea trail is not requested, a designated party **MUST** be provided to start the engine(s) and other equipment, to the surveyor's satisfaction, so the surveyor can inspect the vessel as best as possible without a sea trial. If a sea trial is requested, the client will command or furnish a captain or other qualified person designated by the owner to operate the vessel during the sea trial. The Surveyor is not a mechanic and will not conduct a compression check or computer diagnostics check on engine(s), which usually requires proprietary equipment and software unique to each engine manufacturer and normally only available to service providers authorized by the engine manufacturer, but surveyor may provide recommendations, assistance and review results of testing (additional charges may apply) by a qualified service facility or individual.

The surveyor is no longer a licensed Captain and may not be covered to operate the vessel by the hull insurers. Therefore, **THE SURVEYOR WILL NOT LEAVE THE DOCK ALONE IN THE VESSEL DURING A SEA TRIAL.** Even though the surveyor may, from time to time, operate the controls and/or equipment during the sea trial for survey purposes, the surveyor shall not be considered to be the captain or in command of the vessel for Hull Insurance, liability and other reasons. During the sea trial, the vessel must be equipped with at least the minimum safety equipment required by law and/or the USCG. Only necessary parties shall attend during a sea trial. The surveyor reserves the right to cancel or end a sea trial if, in the opinion of the surveyor, any unsafe condition exists or arises pertaining to the vessel, vessel operator, weather, etc.

A CANCELLATION FEE of \$100 is applicable if not made at least 48 hours in advance. The vessel shall be ready for survey at the appointed time or a standby charge of \$50/hr may apply, at the discretion of the surveyor.

TERMS AND CONDITIONS: 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 Marine Survey Masters does not accept any responsibility for damage or deterioration not found or discovered during the course of survey, nor for consequential damage, 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.

By signing this document, you have authorized the surveyor to conduct the marine survey as per the above conditions.

ACCEPTED/ SIGNATURE: _____ **DATE:** _____

CREDIT CARD INFORMATION

Type of CC: _____

Name of Cardholder: _____

CC Number: _____ Exp. Date: ____/____

Billing Address and Zip Code _____

Security Number on back of card: _____