



## MARINE SURVEY AGREEMENT

### 1.0 Client Information

1.1 CLIENT:

1.2 ADDRESS:

1.3 PHONE:

1.4 EMAIL:

1.5 This agreement is entered into effective this      day of      , between      , hereinafter called CLIENT, and Atlantic Southeast Marine, LLC, hereinafter called SURVEYOR.

### 2.0 Vessel Information:

2.1 YEAR/MAKE/MODEL:

2.2 NAME OF VESSEL:

2.3 U.S.C.G DOCUMENTATION:

2.4 STATE REGISTRATION:

2.5 ENGINE TYPE:

2.6 OWNER'S NAME:

2.7 INTENDED USE OF VESSEL:

### 3.0 Survey Information

3.1 SURVEY LOCATION:

3.2 SURVEY DATE/TIME:

3.3 LIMITED TRIAL DATE/TIME:

3.4 HAUL OUT DATE/TIME:

3.5 Note: Arrangements and payment for haul out are normally the responsibility of the party contracting for the survey and not included in the survey fee.

### 4.0 Survey Fees

4.1 SURVEY FEE:

4.2 OUT OF WATER INSPECTION: INCLUDED

4.3 LIMITED TRIAL RUN (ONE HOUR): INCLUDED

4.4 OIL SAMPLE(S):

4.5 TRAVEL (IF REQUIRED):

4.6 LODGING (IF REQUIRED):

4.7 CLIENT shall pay SURVEYOR as consideration for the WORK outline in paragraph 2.0. Payment will be made in U.S. dollars and be received prior to the final report being issued.

4.8 Total fees for the project are estimated.

4.9 Cash and major credit cards will be accepted. A 3% service fee will be added for payments made using credit card.

4.10 Notice to cancel this survey must be received three (3) days prior to the survey or the entire survey fee will be due and payable.

### 5.0 Scope of Services (WORK):

5.1 SURVEYOR agrees to undertake and use due diligence and reasonable care while conducting a survey of the vessel listed above. The survey will include a limited trial run and out of water inspection.

- 5.2 No engine survey is to be completed. Oil samples, if requested, for each engine and generator will be taken and submitted for laboratory analysis for an additional fee.
- 5.3 A written report with photographs will be prepared in .PDF format within three (3) working days after the survey (not including the day of the survey) after a thorough visual examination of the hull, machinery, systems, hardware, and equipment. The report will contain a comprehensive description of the vessel and installed equipment and will include a "Findings and Recommendations" required for correction to reasonably ensure the vessel is fit for its intended service. The report will include a statement of the "Fair Market Value and Replacement Cost" of the vessel and will be submitted in good faith, without prejudice, and will constitute a description of the condition of the vessel at the time of survey. Minor cosmetic defects not materially affecting value may not be addressed. The Marine Survey report will be issued for the exclusive use of the CLIENT and may contain information that is privileged, confidential, and exempt from disclosure under applicable law.
- 5.4 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 and will not express or guarantee the future condition of the vessel. Vessel(s) and system(s) inspected out of water will be checked for Power-Up only. Full function tests may not be able to be performed. Mechanical, electrical items, pumps, switches, solenoids, can fail at any given time. No warranties or guarantees shall be written or implied with the inspection.
- 5.5 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 while conducting the survey.

#### 6.0 Obligations and Responsibilities

- 6.1 The CLIENT undertakes to ensure that full instructions are given to the SURVEYOR and are provided in sufficient time to enable the required services to be performed effectively and efficiently and to procure all necessary access for the SURVEYOR to the premises, the vessel, and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions. The SURVEYOR shall not be liable for the consequences of late, incomplete, inadequate, inaccurate, or ambiguous instructions.
- 6.2 The CLIENT undertakes to ensure that the vessel will be prepared for survey with compartments unlocked and excess equipment removed. Locked compartments or lockers will not be inspected and areas with excess equipment may not be fully inspected. Engines, machinery, and equipment may be inspected while operating only when the owner, owner's representative, Captain, or Broker are present to operate. Fixed parts, joinery, or fasteners will not be removed, nor will any destructive testing be performed. In cases where the condition of the engine(s) is critical, it is recommended that a qualified marine mechanic be engaged for a separate mechanical survey.
- 6.3 The SURVEYOR shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying practice.
- 6.4 The SURVEYOR undertakes not to disclose any information provided in confidence by the CLIENT to any third party and will not permit access to such information by any third party unless the CLIENT expressly grants permission save where required to do so by an order of a competent court of law.
- 6.5 The SURVEYOR shall promptly notify the CLIENT of any matter including conflict of interest or lack of suitable qualifications and experience, which would render it undesirable for the SURVEYOR to continue its involvement with the appointment. The CLIENT shall be responsible for payment of the SURVEYOR's fees up to the date of notification.

#### 7.0 Liability

- 7.1 Acceptance and use of this report by the CLIENT acknowledge 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.

- 7.2 Acceptance and use of this report acknowledge 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 acknowledge the CLIENT's understanding that Atlantic Southeast Marine, LLC 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.
- 7.3 The CLIENT hereby undertakes to keep the SURVEYOR 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 may suffer or incur (either directly or indirectly) in the course of the services under these conditions.
- 7.4 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 wilful default of the SURVEYOR aforesaid, then, save where loss, damage, delay or expense has resulted from the SURVEYOR'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 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 two (2) times the SURVEYOR's charges.
- 7.5 Any claims against the SURVEYOR by the CLIENT shall be deemed to be waived and absolutely time barred upon the expiry of one year from the submission date of the report to the CLIENT.

#### 8.0 Jurisdiction and Law

- 8.1 The venue of any action at law shall be in the State of Florida, County of St. Johns, City of Saint Augustine, and this Agreement shall be construed and governed by the Law of the State of Florida, excluding any Law that would operate to apply the Law of another jurisdiction and shall be conducted in accordance with the Laws of the State of Florida.

#### 9.0 Miscellaneous:

- 9.1 No amendment, changes, or modifications to this agreement shall be valid except if made in writing and signed by a duly authorized representative of each of the parties.
- 9.2 The report represents the full and complete findings: verbal statements, opinions, and representations notwithstanding.
- 9.3 The CLIENT acknowledges and agrees that the harsh marine environment and vagaries of use and maintenance making any findings, opinions or recommendations or lack thereof, speculative, obsolete and without effect after a period of thirty (30) days from the date of survey. The CLIENT specifically agrees not to rely upon the findings, opinions, and recommendations beyond that date.
- 9.4 The CLIENT acknowledges that SURVEYOR, in performing and in reporting the results of the survey, anticipate and rely upon the CLIENT to use and to require all operators to use competent seamanship and maintenance practices consistent with those of a prudent mariner, including to, those within Chapman's Seamanship and Small Boat Handling.

SURVEYOR and CLIENT specifically allege agency and authorize to bind and oblige all other parties in interest by the signature.

For CLIENT

Date

For SURVEYOR

Date

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