

GLADDING MARINE SUREYING AND CONSULTING, LLC

1738 PICKWICK PLACE-ORANGE PARK-FLORIDA-32003

PHONE: 904-215-9926 FAX: 904-215-9243 EMAIL: gladdings@msn.com

SURVEY AGREEMENT

CLIENT INFORMATION:

NAME & ADDRESS:

TELEPHONE:

FAX:

EMAIL:

VESSEL OWNER INFORMATION:

NAME & ADDRESS:

TELEPHONE:

FAX:

EMAIL:

VESSEL INFORMATION:

NAME:

MODEL:

BUILDER:

LENGTH:

SURVEY PERFORMANCE:

SURVEY COST:

SURVEY DATE:

SURVEY PURPOSE:

SURVEY LOCATION:

Client or seller is responsible for haul out appointment and fee

Gladding Marine Surveying and Consulting, LLC a Florida Business hereafter referred to as the Company agrees to furnish a professional report of survey. Survey payment is to be made in U.S. dollars no later than the day of the survey. Checks must be made payable to Gladding Marine Surveying. The survey report will be completed within five working days and transmitted electronically to the client. This agreement is valid for 20 days and is void thereafter.

This survey may be used for valuation, insurance or mortgage requirements. This survey checks for compliance with U.S. Coast Guard regulations and American Boat and Yacht Council, Inc. Recommended Standards and Practices. In addition, the general structural condition of the vessel and suitability for its intended purpose will be examined. This survey cannot check for latent defects which could not readily be discovered by inspection without removal of machinery, tanks, sheathing, joiner work, upholstery, bulkheads, ceiling, fascia or other fixed material; or disassembly of machinery, plumbing, wiring or other parts components or systems.

The Company will conduct this survey and issue a report for the sole use of the specified requesting party for an agreed fee based upon the intended use of the report; accordingly, others are not use this report and not rely upon the contents of this report without payment to the Company of an additional agreed fee based upon the reevaluation of the same factors. The company shall have no liability for property loss damages, and no liability for punitive damages all of which shall be deemed to have knowingly and voluntarily waived upon use of this report. 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 fee actually received for this report which shall be refunded regardless of the number of claims or suits, regardless of whether under theory of tort, contract, warranty, products, outrage or otherwise.

The survey contains opinions and observations based on my skill, experience and training as a marine surveyor and consultant. Under no circumstances shall the report be understood to constitute a representation, guarantee, or warranty expressed or implied of any kind as the condition or soundness of the subject vessel, its hull, engines, machinery equipment or systems or any appurtenances thereof, or the cost of effecting any repairs or modifications. The report of survey is not valid until the fee for the survey is paid in full.

Attorney fees; costs: In any litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Client acceptance: _____ Date: _____

You are authorized to conduct the marine survey according to the price and conditions outlined above. The purchase and ownership of any used vessel involves the risk of potentially costly defects, which may not be discovered in a marine survey. I understand that the survey report does not constitute a guarantee or warranty of the subject vessel.