

Terms and Conditions of Survey

The Marine Survey report will be issued for the exclusive use of the client and may contain information that is privileged, confidential or exempt from disclosure under applicable law.

A written report with digital images will be prepared in PDF format within five working days after a thorough visual examination of the hull, machinery, systems, rigging, hardware and equipment and will contain a comprehensive description of the vessel and installed equipment and will include: the "Findings and Recommendations" required for correction to reasonably ensure that the vessel is fit for its intended service, a statement of the "Current 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. Current Market Value will be calculated utilizing Uniform Standards of Professional Appraisal Practice (USPAP). These methods are recognized by the American Society of Appraisers. Minor cosmetic defects not materially affecting value may not be addressed.

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 conducting of the survey but, complete compliance with such standards varies with the intended service of the vessel, and is not guaranteed.

The vessel should be prepared for survey by the owner or broker with compartments unlocked, stores and excess equipment removed and maximum access to all areas of the vessel provided. Locked compartments or lockers will not be inspected.

Engines, machinery and equipment may be inspected while operating only when the owner, owner's representative, Captain or Broker is present to operate it. Fixed parts, joinery or fasteners will not be removed nor will any destructive testing be performed without written consent of the owner. In cases where the condition of engines is critical it is recommended that a qualified marine mechanical surveyor be engaged for a separate mechanical survey.

It is recommended that all fuel tanks be pressured tested prior to consummating a purchase.

Sailing vessel spars & rigging will be visually inspected from the deck level only. The working sails will be inspected during the sea trial, furlled or bagged sails will not be inspected unless other arrangements are made. Further inspection by a qualified rigger or sail maker is 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 and will not express or guarantee the future condition of the vessel.

The client is encouraged to attend the survey and verbal consultation may be provided. Payment is due at the time of survey unless other arrangements have been made. (Check/Cash only). Reports, digital images and etc. may not be released until payment is received.

In the event that this surveyor is called upon, after rendering a Marine Survey Report, to explain, modify or supplement the report, or its contents, or should the surveyor be called upon to render expert advice, testimony or to provide survey expertise in any dispute in litigation (or not), the surveyor will be compensated by the client in accordance with the fees customarily charged in the surveying industry.

LEGAL LIABILITY:

- 1.The survey will be conducted in accordance with generally accepted marine standards and criteria utilized in the marine surveying industry.
- 2.Surveyor shall have no liability for consequential damages, no liability for personal injury damages, no liability for property loss damages, no liability for punitive damages, all of which shall be deemed to have been knowingly and voluntarily waived upon use of the survey report.
- 3.The Maritime Arbitration Society shall settle all disputes and the sole venue shall be Corpus Christi, Texas.
- 4.In no event shall the legal liability of the undersigned exceed the fee paid for this survey report, regardless of claims or suits and regardless of whether under theory of tort, contract, products liability, admiralty, or otherwise.
- 5.Any and all time, under any legal auspices, is billed at \$350.00 per hour.
- 6.You agree to hold harmless and defend this surveyor against all third party claims and agree to pay all legal costs.