

## **MARINE SURVEYS & SERVICES, LLC**

info@capomarine.com

## SURVEY AGREEMENT

	CAPO MARINI
CAPO MARINE SURVEYS AND SERVICES	904-814-6975

CLIENT		VESSEL OWNER	
Name:		Name:	same as client
Address:		Address:	
City/St/Zip:	,	City/St/Zip:	
Tel:		Tel:	
Email:		Email:	
/ESSEL INFORM	ATION	SURVEY INFORM	MATION
Name:		Survey Fee:	\$
Yr/Make/Model:		Survey Location:	
Length (LOA):		Purpose:	
Hull Material:	Wood / Steel / Aluminum / FRP (circle one)	Survey Date:	

Capo Marine Survey & Services, LLC hereafter referred to as the Company agrees to furnish a professional survey report. Survey payment is to be made in U.S. dollars no later than the day of the survey. Florida only checks must be made payable to Capo Marine. Master Card and Visa are accepted, however, a 3% charge will be added to the cost of the survey for payment with Credit Cards. In the event the client will not be attending the inspection, an online invoice may be sent in advance and must be paid prior to the day of inspection. The survey report will be completed within five working days and transmitted electronically via email to the client (if necessary a bound hard copy will be sent by mail.) Additional pictures will be available via download from a third party server. The Company will conduct this survey and issue a copyrighted 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 to use this report and not rely upon the contents of this report. This agreement is valid for 20 days and is void thereafter. Cancellations on the day of the inspection are subject to 50% of the survey fee.

Acceptance and use of this copyrighted 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. Surveyor is not a certified engine specialist for any brand. Compression analysis or electronic diagnosis will not be performed on engines. Third party oil analysis samples are available for a separate fee and will be noted above. Rigging is inspected from the deck level only.

Acceptance and use of this copyrighted report acknowledges the client's understanding that no determination of stability or structural strength has been made and no opinion on this subject is expressed. An inspection and its report does not make any guarantee to vessels insurability.

Acceptance and use of this copyrighted report acknowledges the client's understanding that the Company 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/Consulatant and its employees, agents and sub-contractors 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 nealigence or wilful 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.

Client acceptance: _	Dat	te:

(I the Client authorize Capo Marine Surveys & Services, LLC to conduct marine inspections 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 these reports do not constitute a guarantee or warranty of the subject vessel.)