

## SCOPE OF SURVEY

The requestor guarantees that Maritime Surveyors has permission to board vessel to be surveyed and inspect the vessel using standard marine survey practices utilizing non-destructive methods. The marine surveyor cannot report on areas and items he cannot see or gain access to without the aid of a tool. Visible areas of rot, signs of insect infestation, fiberglass de-lamination and separations will be noted as observed, however due to the nature of these items, representation is not made that these conditions do not exist. Maritime Surveyors does not warrant or guarantee the condition of the vessel.

The Report of Marine Survey is simply a written statement of the professional opinions and observations made by the undersigned marine surveyor during the course of the survey. A marine survey is but a "snapshot" of the vessel condition on the day of the survey and is valid for the first 30 days after this survey in lay-undisturbed lay-up, or until vessel is first used after the inspection.

Additional items and conditions will be noted when vessel is used at sea and in the future that are not detectable when vessel is not dynamically tested; keep this in mind and watch out for problems/changes. A maintenance log should be prepared and followed. Most problems can be detected before they become larger problems - monitor all systems and maintain the vessel to high standards.

Should dispute arise out of report of marine survey and this agreement, all parties agree that they shall first make good faith effort to cooperatively settle the matter directly among themselves. If a dispute remains unsettled, all parties agree to jointly retain a mediator and to participate in good faith mediation for at least three sessions. Any expenses relative to mediation shall be shared equally between the parties. Regardless of the outcome of any mediation, arbitration or litigation any liability of the survey for damages arising out of or in any way connected with errors and omissions in the survey shall be limited to twice the amount of the survey fee and Maritime Surveyors shall be thereupon released. Should litigation ever be pursued each party agree that each party is to be responsible for each of their own attorneys fees. However, if it is determined that a frivolous suit (a suit not based on law or fact) has been filed; in this case, the undersigned marine surveyor shall in addition to attorneys fees be awarded all reasonable costs, expenses and charges herewith. Your signature, payment and/or acceptance of this report without objection represents that you have read, understand and accept the terms of this agreement.

Requestor is responsible for all fees associated with marine survey and inspections. Maritime Surveyors is not responsible for actions by repairpersons, inspectors, boatyards, or any entity or person not employed by Maritime Surveyors. By signing this Scope of Survey you are agreeing to the terms and conditions above.

If you have any questions or comments you should contact Maritime Surveyors.

**SIGNED** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SIGNED** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**MARITIME SURVEYORS** \_\_\_\_\_  
**DATE** \_\_\_\_\_

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