



Sun Coast Marine Surveying and Consulting

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Tampa, Florida 33606
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Email: Surveyor@SunCoastMarineSurveyor.com

WORK AGREEMENT / SURVEY ORDER

CLIENT INFORMATION

CLIENT'S NAME: _____
(FIRST) (MIDDLE) (LAST)

MAILING ADDRESS: _____

(CITY)

(STATE OR PROVINCE) (ZIP CODE)

Telephone Number: _____
(COUNTRY CODE AND / OR AREA CODE)

Mobile Number: _____
(COUNTRY CODE AND / OR AREA CODE)

Fax Number: _____
(COUNTRY CODE AND / OR AREA CODE)

Client's / Agent's Initials _____

Email Address: _____

Sun Coast Marine Surveying and Consulting is hereby authorized to complete a Marine Survey or Service on the following vessel:

Vessel Name: _____

Vessel Length _____ Feet / Meters (Circle One)

Vessel Make: _____

Vessel Model: _____

Type of Vessel: _____

Hull Identification Number (if known): _____

Vessels Current Location: _____
(Marina or Address)

City: _____ State or Province: _____ Zip Code: _____

MARINE SURVEY TERM AND CONDITIONS

This survey or service will be conducted on _____ (Date) and will include an inspection of the vessel, vessels structure, systems and equipment with inspection in dry-dock and sea trial (if requested by the Client). The purpose of this survey will be to determine the condition and approximate market value of the above vessel (if applicable). The vessel will be surveyed without removal of parts to include fittings, plumbing, wire casings, permanently fastened carpeting, panels, partitions, sheathing, joiner work, deck covering, ground tackle or any other permanently or semi-permanently installed items. Locked or otherwise inaccessible area will prevent inspection. The total charge for the marine survey or service will be \$ _____ which includes a deposit of \$ _____. Charges may include travel and other surveyor expenses, but does not include the cost of docking and/or undocking of the vessel. Sun Coast Marine Survey and Consulting LLC reserves the right to asses additional hourly rate surcharges if the survey process is slowed by circumstances beyond the control of the surveyor. These may include but are not limited to a vessel not properly prepared for survey as per instructions, third party contractors not hired by Sun Coast Marine Surveying and Consulting LLC, vessel equipment located other then with the vessel, a vessel in poor or unsafe condition, etc. Customers have the option to pay by cash, check, credit card (Visa, MasterCard or

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other credit card accepted) in person on the day of the survey or by money order. Payments can also be made on our website at www.SunCoastMarineSurveyor.com. Through PayPal or other available online credit payment processing vendor offered. All online payments must be verified by Sun Coast Marine Surveying and Consulting LLC before rendering service. All checks and money orders must be made out to: "Sun Coast Marine Surveying."

Payment is due before or on the day of the survey prior to any services rendered. Payment in full must be received before (includes checks clearing the bank) before the survey report is released. **NO EXCEPTION TO THIS POLICY.** Other payments for services may require a fee deposit. Any outstanding amounts of agreed services (between the Client and the Surveyor) that are owed from the Client are payable on demand unless prior authorization is granted in writing. Any overpayment will be refunded to the Client either on the day of the survey or within 14 days if by mail. The written report will consist of vessel specifications, general comments, a list of operational equipment, and a list of extra equipment. Specific remarks and recommendations will be made concerning the vessel in dry-dock, the exterior (including spars and rigging, if applicable), interior, bilge areas, electronics, safety equipment and deficiencies, as well as trial run with results and comments. With the signing of this work agreement/ survey order the Client, Clients agent or person requesting this survey or services agrees to the charges as set forth above and to the provisions as set forth in the written survey report. Survey results are intended to represent the physical condition of the vessel only on the day of the survey, based on the facts presented and discovered, in the opinion of the surveyor on that day. This report will not specify or imply any type of warranty of the vessel or the vessel's equipment. Additionally, the survey will not address the vessel's stability characteristics, inherent defects or the internal condition of machinery. Operation of AC and DC electrical systems will be conducted only to verify the basic operation of those systems as specifically listed in the report. No reference or information contained in the report should be construed to indicate compliance of any equipment to include propulsion system, auxiliary machinery and electronics with manufactures published specifications. Comments concerning cosmetic are made at the discretion of the Surveyor and should be considered the surveyor's opinion. In the event that it becomes necessary to bring legal action to enforce the payment provisions of this agreement, the Client shall be responsible for paying the reasonable collection costs of such action including attorney fees and other related costs. Should the Client for any reason, seek to bring legal action against the Surveyor or his/her company, the total of any damages that may be awarded will be limited to the charge for the survey as listed above. The Client shall have the right to cancel this agreement up to two calendar days prior to the date of the survey. Cancellation after this date will require the Client to pay Sun Coast Marine Surveying and Consulting LLC the minimum daily surveyor fee of \$300.00 USD.

The surveyor is contracted by and works exclusively for the Client. The provided report is not transferable to any other persons or entities and the information distributed is for the use of this Client only. This agreement specifically excludes any liability of Sun Coast Marine Surveying and Consulting LLC or the attending surveyor to any third party. The Surveyor represents and warrants that he has the experience and prerequisites to accept the contract and that he is free of prejudice. The Surveyor

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agrees to perform a reasonable evaluation of all vessel parts and equipment, where accessible, and to provide a report including a list of findings and recommendations for the correction of defects. Findings and Recommendations are divided into three categories: (A) Safety Deficiencies - which may be printed in red (B) Other Deficiencies Needing Attention - which may be printed in green, and (C) Surveyors Notes and Observation - which may be printed in blue. Survey inspections are conducted based upon the guidelines of The Society of Accredited Marine Surveyors (SAMS), recommended standards of the American Boat and Yacht Council (ABYC), requirements of the Code of Federal Regulations (CFR Title 33 and 46), and 1972 COLREGS navigation rules. The Client understands that if the service provided is a marine inspection that is localized to an area of the vessel to confirm repairs, refits, modifications, damage or to particular limited area, that the survey/ inspection report is limited to the area of inspection only and not to other parts or sections of the vessel. It is understood by the Client or Agent that if infrared thermal imaging is used as part of the survey or inspection that infrared thermal imaging only detects thermal anomalies which can have certain limitations on findings and can be limited based upon the environment or conditions that the survey or inspection may bring. When provided, fair market valuations are based on comparison research using similar vessel types, as possible, and the experience of the Surveyor. The Surveyor shall make reasonable effort to provide an educated and unbiased opinion. The Client contracting with the Surveyor is responsible for having researched the appropriate vessel type and surveyor for his or her needs and with the understanding that the results of the survey and the survey report are but additional tools for his or her decision making regarding a prospective vessel. The Surveyor does not opine on the suitability of the vessel for the buyer's and/ or the Client's needs or other factors that may be important to the buyer or Client's decision making or other factors that may be important to the buyer or Client's decision making process which are outside of the scope of the survey or inspection. The Client shall understand that the marine surveying profession is not licensed or regulated by any government agency, that the established methods are by observation and non-destructive testing, and that no warranty is implied in discussions, written or oral, about the lifespan or length of service remaining of any parts, gear, machinery or equipment, including hulls and decks. The buyer or Client must sign a contract or agreement with the Surveyor delimiting the services to be provided. Accepting the survey report, and paying the agreed fee, will constitute acceptance of the contract set forth here in lieu of a previously signed written agreement. The Client should facilitate the actual survey by insuring the following are complete before the survey date: Emptying lockers, compartments and bilges for inspection, explanation of the use of unfamiliar equipment, non-standard installations, and proper operation of all machinery. Disclosure of any previous major repairs or structural changes, providing documentation as to these changes, and providing all the chain of ownership legal documents; this is especially important with vessels not documented in the United States. The seller, agent or a authorized designate will operate the vessel prior to, during or post survey and while on the sea trials and have sufficient crew exclusive of the Surveyor to do so safely. The purpose of a marine survey is to provide the prospective buyer or Client with a reasoned opinion of the condition and value of the vessel to be surveyed. Destructive testing, cost estimating, scientific calculations, prognosis for osmotic blistering, and determining the extent of hydrolysis or laminate disbanding (delamination) are beyond the scope of a marine

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survey and require specialized examiners. A marine survey is an opinion only. A Marine survey does not provide a warranty or guarantee of any kind. In no event, shall any liability exceed the cost charged for the survey. Marine surveying is not an exact science and is not regulated nor licensed by any government agency. It is neither cost effective nor practical to list every observable cosmetic deficiency. It is not possible to guarantee discovery of hidden flaws. Often, flaws become apparent only after a change in environment, modification of equipment or change of usage. The Surveyor is not a guarantor or insurer of the vessel. Destructive or laboratory testing, estimating costs of repairs, and the unobservable function of machinery and electronics are beyond the scope of the survey and require a qualified specialist. Unless otherwise agreed, mastheads, rigging above deck level, sails, electronics beyond "power up", machinery beyond operation, engines beyond starting and running, and complex electrical installations are excluded from inspection.

Errors and omissions are limited to the terms of this contract. Failure to list obvious wear and tear that is within the observable scope of the buyer or Client does not constitute omission nor does subsequent discovery of defects that are beyond the limitations of a marine survey as described here, constitute error. Other limitations, as specified in the report's "Scope of Survey," but not mentioned here, are also agreed to by acceptance. Disputes arising from this contract must be adjudicated in the jurisdictional boundaries of Orlando, Florida, USA. Any damages arising out of this contract in connection with the survey that is the subject of this contract, and the liability of the Surveyor are limited to the fees paid by the buyer or Client to the Surveyor in connection with this contract, less any expenditures by the Surveyor for oil samples, consult fees, and other out-of-pocket expenses. In the event of litigation, the prevailing party shall be entitled to attorney's fees and costs. This contract constitutes the agreement of the parties regarding the vessel mentioned above.

I have read and initialed all pages of this agreement, and by signing below I understand and agree to the above terms, conditions and stipulations of this agreement. This contract is not valid unless all pages have been initialed and signed and agreed to and signed by an officer of Sun Coast Marine Surveying and Consulting LLC.

Client/Client's Agent: _____ Date: _____

Company Officer: _____ Date: _____