

Harbor Marine Surveyors



Joey Duran, AMS
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Marine Surveyor
Power and Sailing Yachts
E-mail: harbor_marine@charter.net

WORK ORDER

Date _____

Client _____

Owner _____

Address _____

Address _____

Home Phone _____

Phone _____

Office Phone _____

Broker _____

Mobile Phone _____

Phone _____

E-mail _____

E-mail _____

Relation to
Vessel _____

Vessel _____

Marina _____

Type _____

Dock & Slip # _____

Size _____

Phone # _____

Power _____

Marina _____

Intended use of the vessel:

Buyers experience with this type vessel:

Intended body of water vessel to be used in:

Type of work order requested: In Water On hard

Bottom survey required
(Moisture readings and percussion testing)

Sea trial required

Agreement to Perform Marine Survey

This agreement, made this ____ day of _____, 20__ by and between, marine surveyor Joey Duran, doing business as "Harbor Marine Surveyors", (hereinafter referred to as "Surveyor") and _____, (hereinafter referred to as "Client").

WHEREAS Surveyor is engaged in the business of performing marine surveys and represents that he is duly qualified to do so; and

WHEREAS Client is desirous of having a marine survey performed upon the below-named vessel;

NOW, THEREFORE, in consideration of the mutual promises given and received herein, Surveyor agrees to perform, and Client agrees to purchase, a marine survey under the following terms and conditions:

1. The marine survey shall be performed on the vessel _____.
2. Said survey shall be performed within _____ days of the date of this agreement.
3. Said survey shall be performed at the following location: _____, with the vessel being afloat and/or hauled.
4. The fee for the said survey, payable in full on or before the day of the inspection, shall be at the rate of \$_____ per foot for _____ feet (\$_____), or \$_____ per hour plus mileage and expenses, or the fixed sum of \$_____.
5. Client, if not the owner of the said vessel, represents and warrants that he has obtained specific permission from the owner or broker of said vessel for the conduct of a marine survey at the location indicated, and that the owner or broker knows and understands that minor damage sometimes can occur to a vessel when reasonable stresses are placed upon vessel components in order to test their condition, and that the owner or broker shall hold the Surveyor harmless for any such damage which may occur. Client further agrees, as a specific condition of the marine survey being performed, that he will indemnify the Surveyor for all actions, claims or demands made by the owner or broker against the Surveyor for all or any damages sustained by the vessel during the marine survey as aforesaid. Such indemnification shall include all reasonable attorney's fees and costs which may be incurred by Surveyor in the defense of said actions, claims or demands.
6. It is further agreed and understood that the marine survey performed, and the marine survey report issued, in no way constitutes a warranty or a guarantee either expressed or implied of the condition of the vessel. The marine survey report shall describe the condition of the vessel as observed by the Surveyor at the time said survey is conducted and may contain opinions and judgments of the Surveyor. **THE MARINE SURVEY REPORT ISSUED IS SUBJECT TO THE CONDITION THAT IT IS UNDERSTOOD AND AGREED THAT SURVEYOR SHALL UNDER NO CIRCUMSTANCES WHATSOEVER BE HELD RESPONSIBLE IN ANY WAY, FOR ANY ERROR IN JUDGMENT, DEFAULT OR NEGLIGENCE, OR FOR ANY INACCURACY, OMISSION, MISREPRESENTATION OR MISSTATEMENT.**
7. It is further agreed and understood that, during course of said survey, only those components or items which can be reasonably inspected by the Surveyor under the conditions present at the time of the marine survey, shall be inspected. Engines shall not be disassembled, bulkheads and partitions shall not be removed, rigging shall not be inspected except from the deck level, and electrical systems shall not be tested, traced or analyzed unless specifically requested by Client and an additional fee agreed upon therefore. Any system or component observed, shall be observed under normal operating conditions or conditions as closely approximating normal operating conditions as possible. In any event, the conduct of the marine survey shall be always reasonable under the circumstances and no more.
8. It is agreed and understood that the Client, by the execution of this Agreement, obligates himself for the payment of the marine survey and services performed, in the amount of the fee agreed upon herein, and that in the event the Client fails or refuses to make said payment he shall be liable to the Surveyor for all costs and expenses, including reasonable attorney's fees, incurred by the Surveyor in the collection of said debt. Furthermore, in the event litigation becomes necessary, the Client agrees that the state of Georgia courts shall be the proper legal forum and that the laws of Georgia shall apply.
9. Acceptance and use of this 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, ultrasonic, 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.
10. Acceptance and use of this report acknowledges the Client's understanding that no determination of stability or structural strength has been made and no opinion is expressed. Harbor Marine Surveyors does not accept any responsibility for damage or deterioration not found or discovered during the survey, nor for consequential damage, deterioration or loss due to any error or omission.
11. The Client hereby undertakes to keep the Surveyor and its employees, agents and subcontractors 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 cost, loss, damages and expenses (including legal cost and expenses on a full indemnity basis) which the Surveyor may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

12. Notwithstanding the above clause, in the event that the client proves that the loss, damage, delay or expense was caused by the negligence, gross negligence or willful default of the Surveyor aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor'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 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 charges.

THIS WORK ORDER AND ANY WORK DONE PURSUANT TO IT ARE SUBJECT TO THE TERMS AND CONDITIONS FOR LIMITED LIABILITY AND WARRANTY SET FORTH ON THE FOLLOWING PAGE.

Client's Authorization: On behalf of Client identified above, I hereby authorize the Surveyor to perform the work requested above. I understand and agree that this is a **LIMITED LIABILITY CONTRACT**, and that the work requested as well as all other work performed by the Surveyor is done pursuant to the **TERMS AND CONDITIONS** and limited to the **SCOPE OF SURVEY** as described on the following page, all of which are specifically incorporated into this work order.

IN WITNESS WHEREOF, we have hereunto set our hands.

Client

Date