

CARGO

DANA C. McLENDON CO., INC.

DAMAGE

YACHT



MARINE



SURVEYORS



CONDITION

P&I

SAMS

OFFICE: (843) 886-3852

ADDRESS: P.O. BOX 481 ISLE OF PALMS, SC 29451

VALUATION

CONTAINERS

FAX: (843) 886-3854 EMAIL: DCMSurvey@bellsouth.net

SURVEYS

MARINE SURVEY AGREEMENT

CLIENT: _____

ADDRESS: _____

PHONE #: _____ CELL #: _____ E-MAIL: _____

YEAR/MAKE/MODEL: _____

ENGINE TYPE: Diesel , Gas , Mfg: _____

VESSEL'S OWNER: _____

ADDRESS: _____

VESSEL LOCATION: _____

Note: Arrangements and payment for haul-out are the responsibility of the party contracting for the survey, and not included in survey fee.

INTENDED USE OF VESSEL: _____

SURVEY FEE: \$ _____

TRAVEL – rate of \$0.75 per mile round trip outside Charleston County, SC: \$ _____

TOTAL PAYMENT FOR SURVEY REQUIRED PRIOR TO ISSUANCE OF REPORT: \$ _____

(Check/Cash only - Credit Cards not accepted) Direct deposit via wire transfer if not attending the survey.

Terms and Conditions of Survey

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

A written report with photographs will be prepared in PDF format within three to 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 "Fair 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. 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 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 mechanic be engaged for a separate mechanical survey.

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 may be 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 warrantee, 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 inspection unless other arrangements have been made. (Check/Cash only – Credit Cards not accepted). Notice to cancel this survey must be received three days prior to the survey or the entire survey fee will be due and payable.

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 advise, 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.

If the survey is terminated during the onsite inspection due to unsatisfactory findings or any other reason within the control of the client, the charge will be a minimum of 75% of the quoted fee. A written report will not be provided.

LIMITED LIABILITY:

1. The survey will be conducted in accordance with generally accepted marine standards and criteria utilized in the marine surveying industry. Persons or entities entitled to rely upon this report are advised that this surveyor is not an engineer nor does he possess any specialized knowledge beyond the degree of skill commonly possessed by others in the same employment.
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. 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.
4. The survey report is for the sole use of the client as listed above. No liability is expressed nor offered to use by third parties.
5. In no event shall the legal liability of the surveyor ever exceed the fee paid to the surveyor of issuance of this report.

ARBITRATION:

The parties agree that in the event of a dispute arising from the terms of this Contract or from the survey resulting from this agreement, that the parties shall submit themselves and their dispute to binding arbitration to be conducted by an arbitrator selected by the parties. In the event the parties are unable to agree upon such selection, then each party shall select an arbitrator and those two arbitrators shall select a third arbitrator. Any person who is not a member of the Society of Accredited Marine Surveyors shall be disqualified to serve as an arbitrator. The cost of arbitration shall be borne between the parties as determined by the arbitrator(s) in its (their) sole discretion.

By signing below, the client contracting the services of the marine surveyor accepts the scope, terms and limitations, outlined above.

Client's Signature: _____

Date: _____

Print Name _____