

SNIDER MARINE SURVEYORS

328 N. Ocean Blvd #502 Pompano Beach, Fl. 33062
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PURPOSE OF SURVEY: Below the Water-line Out-of-Water hull only ___ Cond/Value ___
Pre-purchase ___ Insurance and/or Finance ___ Damage ___ Sea Trial ___

Survey ordered by: _____

Client Name: _____

Client Address: _____

Client Phone #: _____

Email Address: _____

Vessel Location: _____

Vessel Name: _____ Builder _____

Model of Vessel: _____ Year _____

Date of Survey: _____ Time: _____

Haul-out Location: _____ Time: _____

Client attending survey? Yes ___ No ___

Quote: \$ _____ Travel: \$ _____ Lodging: \$ _____ Travel Day Fee \$ _____

Oil Samples: \$ _____ per sample. Number of samples: _____

Other fees: \$ _____ Details: _____

PRICE US\$ _____ Credit Card # _____

Expiration Date: _____ Code: _____

Credit Card Address _____

The written report is available the next day in most cases. The client is encouraged to attend the survey, verbal consultation is available immediately after the survey. **Payment is due at the time of the survey. CLIENT IS RESPONSIBLE FOR HAUL-OUT AND CAPTAIN CHARGES**

Marine Surveyor: Steve Snider-AMS _____ Date: _____

Client Signature _____ Date: _____

MARINE SURVEY WORK ORDER

This agreement is entered into effective this ____ day of _____, 20__, between _____, hereinafter called CLIENT, and Snider Marine Surveyors, Inc hereinafter called the SURVEYOR.

1.0 Scope of Service (WORK): Surveyor agrees to undertake the survey and to use due diligence and reasonable care to determine and report the condition of the vessel within the terms of this agreement and written report.

2.0 Consideration: CLIENT shall pay SURVEYOR as consideration for WORK, in accordance with the billing rates set forth in exhibit attached hereto and made part of this Agreement.

2.1 Indemnities:

A. Any damage or loss of SURVEYOR's property, regardless of the cause of or reason from said damage or loss, and regardless of whether same may arise from or as a result of the sole or concurrent negligence of CLIENT, its parent or any of their affiliated companies, or co-ventures, or the officers, agents, or employees of any of them, shall be the loss of the SURVEYOR, its underwriters, or insurers, and the SURVEYOR hereby expressly relieves CLIENT, its parent or any of their affiliated companies, or co-ventures, their officers, agents, and employees, if any, and their underwriters or insurers from any claim or responsibility from such damage or loss, and waives its rights or rights of recovery, if any, against them. SURVEYOR hereby agrees that any insurance policy covering said property will be suitably endorsed to provide for this waiver of right of recovery.

B. CLIENT agrees to defend, indemnify, and hold SURVEYOR from and against all claims, or causes of action by CLIENTS employees, their representatives, agents, heirs, beneficiaries, and assigns for injury to or death of CLIENT's employees, regardless of the cause or reason thereof and regardless of the sole or concurrent negligence of the SURVEYOR. Any damage or loss of CLIENT's property, regardless of the cause or the reason for said damage or loss and regardless of whether same may, arise from or as a result of the sole or concurrent negligence of SURVEYOR shall be the loss CLIENT, its underwriters or insurers and CLIENT hereby expressly relieves SURVEYOR from any claim or responsibility for such damage or loss, and waives its right of recovery, if any, against SURVEYOR. CLIENT hereby agrees that to the extent there exists an insurance policy covering the foregoing, it will be suitably endorsed to provide for this waiver of right of recovery.

C. In no event shall either party be liable for consequential, special, or indirect damage of any nature arising at any time from any cause whatsoever including without limitation, liability for loss of use the WORK, loss of product or business interruption, whether arising in agreement, tort, (including negligence) or otherwise.

D. SURVEYOR hereby agrees to identify and hold CLIENT, its parent and its affiliated companies and Co-ventures and the officers, agents, and employees of any of them harmless from and against any liability arising out of professional errors or omissions by SURVEYOR. The above SURVEYOR's indemnity shall be limited in total to the amount paid to SURVEYOR by CLIENTS under the request for services under which the error or omission giving rise to liability occurs. CLIENT shall indemnify and hold SURVEYOR harmless from and against any such liability in excess of the amount indicated herein above regardless of whether same may arise from or as a result of the sole or concurrent negligence of SURVEYOR for each separate Request for Services executed in this agreement.

2.2 Warranty:

SURVEYOR warrants that it has specific expertise which will be utilized in the conduct of the WORK, and SURVEYOR acknowledges that the CLIENT is entering into this Agreement in reliance upon such representations. SURVEYOR warrants that he will conduct the WORK in a good, workmanlike, manner, and that such WORK shall conform to generally accepted marine standards.

MARINE SURVEY WORK ORDER

2.2 Warranty (continued)

If during the (1) year period following the completion of SURVEYOR’s WORK, it is shown that there is an error in the WORK as a result of those standards not having been met, and CLIENT has promptly notified SURVEYOR in writing of such error, the SURVEYOR will re-perform his work at his sole cost, risk, and expense, as may be necessary within the original contract to remedy such error. Except as provided under herein in this section 2.2 the above-provided warranty for the performance of corrective services shall constitute SURVEYORS’s and his affiliates sole liability with respect to any deficiency in the work or any information supplied to the CLIENT.

SURVEYOR AND CLIENT AGREE THAT, IN CONSIDERATION OF THE ABOVE EXPRESSED WARRANTY, ALL OTHER WARRANTIES AND GUARANTEES WHETHER EXPRESSED OR IMPLIED AND WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF TRADE INCLUDING THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS AGREEMENT.

2.3 Miscellaneous:

A. The failure of either Party hereto to enforce any one of its rights during the terms of this agreement shall not be deemed or construed to be a waiver on the part of such Party so as to preclude such Party from requiring the other Party at all times to fulfill all its duties and obligations required hereunder.

B. The captions & headings of the Section of this agreement are for convenience only and shall not be interpreted or construed so as to limit in any way or change the subject matter of any part of this Agreement.

C. No amendment, changes, or modifications to this agreement shall be valid except if made in writing and signed by a duly authorized representative of each of the parties.

D. The venue of any action of law shall be in the State of Florida, County of Broward, City of Pompano Beach, and this Agreement shall be construed and governed by the Law of the State of Florida, excluding any Law that would operate to apply Law of another jurisdiction and shall be conducted within the Laws of the State of Florida.

E. In the vent any of the provisions contained herein are found to be violative of public law or policy, then this Agreement shall be read as if such provisions are excluded from this agreement.

F. For purpose of the warranties & indemnities provided to SURVEYOR, “SURVEYOR” as used in the Agreement includes SURVEYOR, its parent, its subsidiaries, co-venturers and their affiliates, any other firms or individuals from who this SURVEYOR is acting in executing this agreement and all officers, directors, employees, and agents thereof.

G. The report represents the full and complete findings: verbal statements, opinions, and representations notwithstanding.

H. The survey report is submitted for the sole and exclusive use of the CLIENT. The CLIENT specifically agrees not to release, nor reveal the survey report, nor any part thereof, to any party who may rely upon the content. SURVEYOR agrees to furnish copies, as required to financial and insurance concerns for the exclusive purpose of lending decisions and insurance underwriting. The survey CLIENT (s) specifically agrees not reproduce, photocopy, nor quote the survey report, nor any part thereof. The CLIENT specifically agrees to save harmless the SURVEYOR from any loss or claim of any kind whatsoever, arising from the use or reliance of any third party or parties of the survey report, or its content or findings. The use of, or reliance upon, the survey report as a “sellers survey” by subsequent purchasers and parties in interest including charterers is specifically prohibited.

I. The CLIENT acknowledges and agrees that the harsh marine environment and vagaries of use and maintenance make any findings, opinions, or recommendations or lack thereof, speculative, obsolete, and without effect after a period of ninety (90) days from the date of the survey. The CLIENT specifically agrees not to rely upon the findings, opinions, and recommendations beyond that date.

J. CLIENT acknowledges that conditions, problems, and latent defects which are not open to view without the removal of decking, panels, coatings, joinery, sails, gear or personal effects are beyond the scope of the survey, unless noted on page 1.

K. CLIENT acknowledges that SURVEYOR, in performing and in reporting the results of the survey, anticipate and rely upon the CLIENT to use and to require all operators to use competent seamanship and maintenance practices consistent with those of a prudent manner, including, but not limited to, those within Chapman’s Seamanship and Small Boat Handling. SURVEYOR and CLIENT specifically allege agency and authority to bind and oblige all other parties in interest by signature below.

For CLIENT _____ Date _____

For SURVEYOR _____ Date _____