

Hamilton & Hamilton Marine Services

Independent Marine Surveyors

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Palm City, FL 34990

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"MARINE SURVEY WORK ORDER"

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, ultrasonics, 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.

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.

*Acceptance and use of this report acknowledges the client's understanding that **Hamilton & HamiltonMarine Services, LLP**, does not accept any responsibility for damage or deterioration not found or discovered during the course of survey, nor for consequential damage, deterioration or loss due to any error or omission.*

*The Client hereby agrees to indemnify and hold harmless **Hamilton & HamiltonMarine Services, LLP**, and its employees, agents and subcontractors against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which **Hamilton & HamiltonMarine Services, LLP**, may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.*

*Notwithstanding the above clause, in the event the Client proves that the loss, damage, delay or expense was caused by the Surveyor, then, save where loss, damage, delay or expense has resulted from **Hamilton & HamiltonMarine Services, LLP's**, gross negligence or willful intent, the 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 two times the **Hamilton & HamiltonMarine Services, LLP's**, charges. In the event of litigation, the losing party shall pay the reasonable attorney's fees and costs of the prevailing party. Venue for any action brought under this contract shall be the courts of Martin County, Florida.*

VESSEL NAME: _____ VESSEL TYPE: _____

LOCATION OF VESSEL: _____ YOUR NAME (PRINT) : _____

CONTACT PHONE #: _____ EMAIL: _____

BOTTOM SURVEY ? _____ ENGINE SURVEY ? _____

TYPE OF SURVEY: WALK-THROUGH, PRE-PURCHASE, APPRAISAL, CONDITION & VALUATION, INSURANCE

SURVEY SCHEDULE DATE: _____ DATE ORDERED: _____

SURVEY FEE: _____ VIA PAYPAL / OR I WILL PAY FOR SURVEY SERVICES AT THE BOAT, CASH OR CHECK.

I HEREBY AGREE AND CONSENT TO THE ABOVE TERMS: _____

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The Client hereby undertakes to keep the Surveyor/Consultant 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 costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

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 wilful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's/Consultant'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/Consultant'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/Consultant's charges.

I HEREBY AGREE AND CONSENT TO THE ABOVE TERMS: _____