

# **Hamilton & Hamilton Marine Services**

## **Independent Marine Surveyors**

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### **“MARINE SURVEY WORK ORDER”**

*“This is an agreement between \_\_\_\_\_ and **Hamilton & Hamilton Marine Services, LLC.**” Acceptance and use of this report by the client acknowledges the client’s understanding that the report is to be composed of information that is believed to be true after reasonable investigation and inquiry but is not warranted to be so. This information is obtained without drilling, diving, ultrasonics, cleaning or opening up to expose parts or conditions ordinarily concealed. There are 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 will be made and no opinion is expressed. This survey will include an inspection of the vessel, vessel’s 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. 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 areas will prevent inspection. Charges may include travel and other surveyor expenses, but does not include the costs of docking and/or undocking of the vessel. **Hamilton & Hamilton Marine Services, LLC**, reserves the right to assess additional hourly rate surcharges if the survey process is slowed by circumstances beyond the control of the surveyor. Such as a vessel not properly prepared for survey as per instructions, third party contractors not hired by **Hamilton & Hamilton Marine Services, LLC**, vessel equipment located elsewhere, a vessel in poor or unsafe condition, etc.*

*Payment is due before or on the day of the survey. Payment in full must be received before the survey report is released. Other payments for services may require a fee deposit. Any outstanding amounts of agreed services (between the Client and Surveyor) that are owed from the Client are payable within 30 days of the receipt of invoice. Any overpayment will be refunded to the Client either on the day of the survey or within two weeks if by mail. The written report will consist of vessel specifications, general comments, a list of operational equipment, and a list of extra equipment. Also, 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 a trial run with results and comments. With the signing of this work agreement / survey order the Client, Client’s agent, or person requesting this survey or service 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. 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 manufacturers’ published specifications.*

Comments concerning cosmetics 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.

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 **Hamilton & Hamilton Marine Services, 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 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. Inspections are conducted based upon the guidelines of ACMS (The Association of Certified Marine Surveyors), 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 or damage, that the survey / inspection report is limited to the area of inspection only and not to other parts or sections of the vessel. 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 but which are outside of the scope of survey. 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 or his designate will operate the vessel prior to, during, or post survey and while on the sea trials. 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 disbonding (delamination) are beyond the scope of a marine 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 governmental 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 in 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 specialists. 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.

Client/Client's Agent Initials: \_\_\_\_\_

*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.*

*Acceptance and use of this report acknowledges the client's understanding that **Hamilton & Hamilton Marine Services, LLC**, 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 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 **Hamilton & Hamilton Marine Services, LLC**, the minimum daily surveyor fee of \$300.00 USD.*

*The Client hereby agrees to indemnify and hold harmless **Hamilton & Hamilton Marine Services, LLC**, 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 & Hamilton Marine Services, LLC**, 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 loss, damage, delay or expense has resulted from **Hamilton & Hamilton Marine Services, LLC**'s, gross negligence or willful intent, the liability for each incident or series of incidents giving rise to a claim 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 on this contract. Claims shall never exceed a sum beyond **Hamilton & Hamilton Marine Services, LLC**'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: \_\_\_\_\_

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

SURVEY SCHEDULE DATE: \_\_\_\_\_ SURVEY FEE: \_\_\_\_\_ I WILL PAY FOR SURVEY SERVICES AT THE BOAT or in advance, Payable VIA- CASH, CHECK, Venmo, Zelle, or Square Trade with a Service fee.

I have read all three pages in this agreement. I HEREBY AGREE AND CONSENT TO THE ABOVE TERMS conditions and stipulations:

Client/Client's Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Surveyor: \_\_\_\_\_ Date: \_\_\_\_\_

John Hamilton as Managing Partner of **Hamilton & Hamilton Marine Services, LLC**

