



Captain Tom Eckhardt SAMS AMS
Captain Kevin Koch SAMS AMS

THIS MARINE SURVEY AGREEMENT (“Agreement”) for the marine survey and inspection of a vessel is made by and between the marine surveyor identified below (“Surveyor”) and the following vessel owner or prospective owner (“Client”):

Surveyor: _____

The “CLIENT” Name(s): _____

Address: _____

Phone: _____ Email: _____

Representative’s Name (if Client will be unavailable for survey): _____

Pursuant to the terms of this Agreement, Client hereby retains Surveyor to survey the following “Vessel.”:

Name of Vessel: _____

Reg. or Official Number: _____

Year, Make, Type and Length: _____

Owner’s Name (if not Client): _____

Vessel Location: _____

1. Client and Surveyor. The individual identified above as “Client” is either the managing owner of the Vessel or a prospective purchaser of the Vessel. If this Agreement is executed by Client’s Representative, Client and Representative shall be liable jointly and severally for the obligations of Client set forth herein. The Surveyor is a marine surveyor experienced in performing condition and valuation surveys and inspections of yachts and small craft. By this Agreement, Client retains Surveyor to inspect the Vessel (the “Marine Survey”).

2. Fee; Maritime Lien. In exchange for the surveying services described in this Agreement, Client shall pay to Surveyor a fee amounting to US\$ _____ (the “Survey Fee”). The Survey Fee must be paid by the day of the Marine Survey. The services provided by Surveyor are “Necessaries” to the Vessel and are represented by the Client to be authorized by the owner of the Vessel, and as such all unpaid amounts owed to Surveyor pursuant to this Agreement shall be secured by a maritime lien upon the Vessel.

3. Scope of Services. a. The Vessel will be examined by Surveyor or Surveyor’s agents from all accessible areas of the interior without removal of secured panels, destructive testing, or disassembly. b. The hull bottom laminate, plating, and/or planking will be examined by percussion sounding and visual inspection only. Moisture content readings may or may not be taken. No destructive testing will be performed. c. Exterior hardware will be

examined for corrosion damage and drive components will be tested by sight only. d. Client expressly acknowledges and understands that inspection of engines, generators, machinery and related mechanical systems is not within the scope of this Agreement or the marine survey contemplated hereby. A cursory inspection of the machinery will be conducted and no opinion of their overall condition will be formed. Client shall retain the services of a qualified mechanic or engine surveyor or other expert to inspect such engines, generators, machinery and related mechanical systems. Our office will be happy to assist in arranging for a qualified engine surveyor. e. Tankage will be inspected from visible surfaces only and no opinion will be rendered as to their overall condition. f. On sailing vessels, the rig will not be inspected aloft, nor will sails be inspected unless they are visible during a sea trial. Client shall retain the services of a qualified rig surveyor or other expert to inspect such rigging and equipment. g. The electrical system will be visually inspect where accessible, and electronic and electrical components will be powered up. No in depth testing or examination of the electrical system schematic will be conducted. h. Client warrants that the inspection and survey contemplated in this Agreement are authorized by the owner of the Vessel, and that the areas of the Vessel that are to be inspected will be accessible to Surveyor. If, in the sole judgment of Surveyor, inspection of the Vessel is not possible or practical because clutter from personal property, gear, or poor housekeeping render significant areas of the Vessel inaccessible, or because of poor maintenance of the Vessel, or because of the actions of the Client or the Vessel owner, the Marine Survey may, at Surveyor's option, be terminated prior to completion without the preparation of a Survey Report and a partial refund or credit of the Survey Fee will be made at the discretion of the surveyor. i. Reported specifications will be taken from published sources. No actual measurements or calculations will be made. The recommendations will be based on federal and state regulations, industry standards, and/or Surveyor's own personal experience. The market value will be based on research of available new/used vessel publications for the geographic area where the vessel is located and for comparable vessels, and it assumes that the recommendations listed in Surveyor's report are completed. Industry statistical information of average selling prices may also be referenced. j. 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. k. Acceptance and use of this report by the client acknowledges the clients 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.

4. Release and Limitation of Liability. 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 willful 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. Acceptance and use of this report acknowledges the client's understanding that Marine Mentor surveys Inc. and or Marine Mentor of Florida Inc. does not accept any responsibility for damage or deterioration not found or discovered during the course of the survey, nor for consequential damage, deterioration or loss due to any error or omission.

5. Survey Report. Surveyor shall produce a report (the "Report") of Surveyor's findings after the completion of Surveyor's inspection of the Vessel. Notwithstanding delivery of the Report to Client, the Report shall remain the sole and exclusive property of Surveyor, and distribution of the Report to anyone other than Client's insurers and Client's lenders is strictly prohibited without Surveyor's express written authorization. Notwithstanding any provision in this Agreement to the Contrary, Client expressly agrees to release, defend, hold harmless and indemnify Surveyor/Consultant and Surveyor's employees and representatives, of and from any and all disputes,

actions, claims, demands, liabilities, judgments, and attorney's fees, which are related to or arise directly or indirectly from Client's distribution or sharing of the Report to, or any use of the Report by, any entity, person or persons without such express written authorization by Surveyor. 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.

6. Governing Law; Arbitration of Disputes. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida, the state where it is deemed to have been executed. Any dispute, claim or controversy which arises from or is related to this Agreement shall be resolved by binding arbitration, before and pursuant to the Commercial Arbitration Rules of the American Arbitration Association or ADR Services, Inc., to be conducted within the County of Surveyor's business as identified on the first page of this Agreement. This includes any dispute whatsoever or any claim for any act or omission. However, any claim that may be alleged within the jurisdiction of the Small Claims Courts of said County may be brought in such a Court.

7. Counterparts; Execution. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Delivery of an original, faxed or e-mailed signature shall be sufficient to bind such party to this Agreement. Surveyor and Client each acknowledge that they have read and that they fully understand all the terms and conditions of this Agreement before signing it, and that they have received a copy of this Agreement upon execution by all parties.

CLIENT: _____
(signature) (date)

SURVEYOR: _____
(signature) (date)

Marine Mentor of Florida Inc.

Marine Mentor Surveys Inc.

Offices:

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Florida East Coast: 1482 NW 20th Street, Homestead, FL 33030 Phone: 305-219-1336