

ACKER MARINE SURVEY CO.

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SURVEY ORDER

Acker Marine Survey Co. is hereby authorized to complete a Marine Survey on:

Vessel

Builder: _____ Type: _____

Vessel Name: _____ Location: _____

This survey will be conducted on: _____ and will include an inspection of the vessel, vessel's structure, systems and equipment with inspection in dry-dock and trial run.

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.

The charge for the above survey will be \$ _____ and includes travel and other surveyor expenses, but does not include the costs of docking and/or undocking of the vessel. 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 and well as trial run results and comments. With the signing of this survey order the client, client's agent or person requesting this survey 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. 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 above.

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 Acker Marine Survey Co. the minimum daily surveyor fee of \$ 300.00.

I understand and agree to the above conditions and stipulations

Signed: _____

Client/Client's Agent: _____ Date: _____

Surveyor: _____ Date: _____