

QBC Marine Services

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Survey Agreement

Client Name: _____

Address: _____

Phones: Home: _____ Work: _____ Cell: _____

Vessel Description: _____ Date of Survey: _____

Agreed Survey Price: \$ _____

I understand that the survey will be conducted with the vessel hauled and/or afloat and will include inspection of the vessel's structure and all operational systems; and that the purpose of the survey will be to determine the condition and approximate fair market value of the vessel; and that the price includes a sea trial of approximately one hour, if needed and if conducted on the same day.

I understand that the survey will present a professional opinion of the vessel on the day of the survey, and is not a guarantee of condition. I understand that there are areas aboard any vessel that are not accessible due to tight quarters, tankage, personal gear, and/or construction, and that furthermore: plumbing, fittings, permanently fastened carpeting, panels, sheathing, joinery, deck covering, or any other permanently or semi-permanently installed items will not be removed for inspection.

I understand that a written report of the survey will be produced within three days of the date of the survey., and that payment for the survey is due on the day of the survey. 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 expressed.

Acceptance and use of this report acknowledges the client's understanding that QBC Marine Services 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 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 the 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 to retain QBC Marine Services for the purpose of conducting a marine survey inspection on the above-named vessel, subject to the above conditions. Payment constitutes agreement.

Signature: _____

Print Name: _____

Date: _____