# Captain Stan Walker, AMS Marine Surveyor and Consultant Walker Marine Services

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# **Work Order**

### PLEASE COMPLETE ALL SPACES

NAME OF VESSEL:	SURVEY SCHEDULE DATE:		
	LOCATION OF VESSEL:		
REGISTRATION:			
	WHO TO SEE:		
VESSEL TYPE AND YEAR:	ADDRESS:		
	PHONE:		
VESSEL OWNER:			
	VESSEL AFLOAT:		
ADDRESS:	HAULED:	YES	NO
	SEA TRIAL:	YES	NO
	BUILDER:		
TYPE OF SURVEY: PRE-PURCHASE_,			
INSURANCE_, FINANCE_, DAMAGE_, SELLER_,	LENGTH OVERALL:		
OTHER	BEAM: DRAFT:		
	HIN#		
SURVEY ORDERED BY (CLIENT):	DOCUMENTATION:		
ADDRESS:	HULL MATERIAL:		
	PRIOR DAMAGE/LOSS/ ADDITIONS - OR OTHER		
PHONE:	ISSUES AFFECTING VALUE:		
BUYER'S EXPERIENCE:			
	ACCESSORIES/NOTES:		
INTENDED CRUISING GROUNDS:			

The purpose of this survey will be to determine the condition and approximate market value of the above vessel.. The survey may include a sea-trial, if requested, on the day of the survey.

The vessel will be surveyed through visual examination of the hull, machinery, rigging, hardware and equipment 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, which may include packed lockers and cabinets, will prevent inspection. The vessel's rigging will be inspected from the deck only. 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. The Surveyor will not operate the vessel or equipment, therefore the owner or owner's authorized agent should be available. 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.

Page 1 Client's Initials: \_\_\_\_\_

**NOTE:** Time and additional expenses can be saved by preparing the vessel for inspection by clearing miscellaneous equipment from lockers and cabin areas, to make the vessel more accessible. It may become necessary to require minor dismantling of interior ceilings, headliners or flooring in order to gain access to suspect areas. Fasteners on wood boats may need to be inspected for corrosion. Removal and re-installation of these parts are the responsibility of the owner of the vessel and should be done by qualified persons.

The written report will consist of vessel specifications, general comments, a list of safety issues, operational equipment, and a list of extra equipment. Remarks and/or recommendations (if applicable) will be made concerning the vessel's exterior, interior, bilge areas, electronics, safety equipment and deficiencies, and trial run results. 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.

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 below.

It is the responsibility of the Client to gain permissions and to coordinate and schedule all parties and activities for the day of the survey. Any delays requiring a return to complete the survey will be billed at the daily rate, plus travel expenses, at the earliest the Surveyor's schedule permits, coordinated with the necessary parties.

The Survey Report is issued for the exclusive use of the Client and may contain information that is privileged,

confidential and exempt from disclosure under app work (all identifying information removed ). If you	plicable law. Your Survey Report may be used as a sample of my u object, initial here
Total Agreed Price: \$	Due the day of the survey.
I understand and agree to the above condit	tions and stipulations.
Signature:	Date:
Client/Client's Agent - Print:	
Surveyor	Date

Captain Stan Walker, AMS – Vessel	
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## Work Order Supplement - Terms and Conditions of Survey

The Marine Survey report will be issued for the exclusive use of the client and may contain information that is privileged, confidential and exempt from disclosure under applicable law.

A written report with photographs will be prepared in PDF format within two to four working days after a thorough visual examination of the hull, machinery, systems, rigging, hardware and equipment and will contain a comprehensive description of the vessel and installed equipment and will include: the "Findings and Recommendations" required for correction to reasonably ensure that the vessel is fit for its intended service, a statement of the "Fair Market Value and Replacement Cost" of the vessel, and will be submitted in good faith, without prejudice and will constitute a description of the condition of the vessel at the time of survey. Minor cosmetic defects not materially affecting value may not be addressed. Latent or hidden defects may exist that are not discoverable under normal non-destructive inspection methods, and no warranty is offered with respect to these defects.

The mandatory standards promulgated by the United States Coast Guard (USCG), under the authority of Title 46 United States Code (USC): Title 33 and Title 46 Code of Federal Regulations (CFR), the voluntary standards and recommended practices developed by the American Boat and Yacht Council (ABYC), the Uniform Standards of Professional Appraisal Practice (USPAP), and the standards of the National Fire Protection Association (NFPA), will be used as guidelines in the conducting of the survey but, complete compliance with such standards varies with the intended service and age of the vessel, and is not guaranteed.

The vessel must be prepared for survey with compartments unlocked, stores and excess equipment removed, and maximum access to all areas of the vessel provided. Locked compartments or lockers will not be inspected. Engines, machinery and equipment may be visually inspected while operating only when the owner, owner's representative, Captain or Broker is present to operate it. Fixed parts, joinery or fasteners will not be removed nor will any destructive testing be performed without written consent of the owner. In cases where the condition of engines is critical, it is recommended that a qualified marine technician be engaged for a separate mechanical inspection/survey.

Sailing vessel spars & rigging will be visually inspected from the deck level only. The sails will be inspected as found furled or bagged unless other arrangements are made. Further inspection by a qualified rigger or sail maker may be recommended.

Determination of inherent design and stability characteristics is beyond the normal scope of a marine survey. The survey report is not to be considered an inventory or a warrantee, either specified or implied, and will not express or guarantee the future condition of the vessel.

The Client is encouraged to attend the survey and verbal consultation may be provided. Notice to cancel this survey must be received two days prior to the survey. The Survey Fee and any expenses are due the day of the survey prior to delivery of written survey. (Check/Cash only - Credit Cards not accepted).

In the event that this surveyor is called upon, after rendering a Marine Survey Report, to explain, modify or supplement the report, or its contents, or should the surveyor be called upon to provide testimony or render expert advice, testimony, or to provide survey expertise in any dispute (whether in litigation or not), the surveyor will be compensated by the Client in accordance with the fees customarily charged in the surveying industry.

#### LIMITED LIABILITY:

- 1. The survey will be conducted in accordance with generally accepted marine standards and criteria utilized in the marine surveying industry. Persons or entities entitled to rely upon this report are advised that this surveyor is not an engineer nor does he posses any specialized knowledge beyond the degree of skill commonly possessed by others in the same employment.
- 2, Surveyor shall have no liability for consequential damages, no liability for personal injury damages, no liability for property loss damages, no liability for punitive damages, all of which shall be deemed to have been knowingly and voluntarily waived upon use of the survey report.
- **3.** In no event shall the legal liability of the surveyor exceed the fee paid for this survey report, regardless of claims or suits and regardless of whether under theory of tort, contract, products liability, admiralty, or otherwise.

### **ARBITRATION:**

The parties agree that in the event of a dispute arising from the terms of this Contract or from the survey resulting from this agreement, that the parties shall submit themselves and their dispute to binding arbitration to be conducted by an arbitrator selected by the parties. In the event the parties are unable to agree upon such selection, then each party shall select an arbitrator and those two arbitrators shall select a third arbitrator. Any person who is not a member of the Society of Accredited Marine Surveyors shall be disqualified to serve as an arbitrator. The cost of arbitration shall be borne between the parties as determined by the arbitrator(s) in his (their) sole discretion.

I represent and warrant the information hereof is true and accurate and hereby agree and consent to the above terms an
have obtained permission from all parties and give Captain Stan Walker full authorization to board and survey the above
named vessel

Client Signature:	Print Name:	Date:
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