



SOUTHWIND MARINE SERVICES

John B Chilton III AMS

998 Thompson Rd.

Pegram, TN. 37143

Phone: 615-646-0491, Fax: 615-646-3528, Cell: 615-419-6462

Email: JCHIL10223@AOL.COM

MARINE SURVEYOR

MEMBER ABYC

SAMS

USCG LICENSED CAPTAIN

SURVEY AGREEMENT

Date:

Client's Name:

Home:

Cell:

Email:

Survey Type:

Type:

Boat Name/Official Number:

Year:

Builder/Model:

Length:

Hull Material/Construction:

Engines:

Owner/Broker:

Phone:

Survey Date:

Time:

Vessel Location:

Haul Out Yard:

Time:

(Note: Arrangements for haul-out and payment for haul-out are the responsibility of the party contracting for the survey, and not included in survey price).

Sea Trial:

Travel:

Price US: \$

Total: \$

Date Report Needed:

(Due at time of inspection).

I understand that the survey report does not constitute a guarantee or warranty of the subject vessel. The report is a statement of the apparent condition, a list of recommendations, and an opinion of the Fair Market Value at the time of the survey only. I have read and hereby agree and consent to the terms and conditions on Page 2 of this agreement.

_____ Party Contracting Marine Survey _____ Date

Boarding Authorization: John Chilton, Marine Surveyor, is hereby authorized to board the above named vessel for the purpose of conducting a marine survey.

_____ Vessel Owner or Authorized Agent _____ Date

TERMS AND CONDITIONS

A Marine Survey is an opinion only. It does not provide a warranty or guarantee of any kind. In no event, shall any liability exceed the cost charged for the survey.

If the survey is terminated prior to its completion a minimum of 50 % of the agreed survey price will be charged along with the full cost of any travel expenses.

My survey procedures, described below, conform to the common practice for marine surveys by members of the Society of Accredited Marine Surveyors.

The following procedures are used in my surveys and appraisals and are for the exclusive use of the person named as "Client" on Page 1 of this agreement. The survey is not transferable to any other person or entity and the information provided here is for the use of this client only. Subsequent buyers are excluded as third parties. This agreement specifically excludes any liability of Southwind Marine Services or the attending surveyor to any third party.

A condition and valuation survey will include reasonable visual inspection of all vessel parts where accessible, including the apparent condition and safety of these parts and of installed equipment. A written survey report will be prepared after a thorough visual examination of the hull topsides, machinery, rigging, hardware, and equipment. The survey report will include a comprehensive description of the vessel, a statement of the fair market value and replacement value and recommendations for items necessary to reasonably ensure safety and the fitness of the vessel for its intended service. Minor cosmetic issues not materially affecting value may not be addressed.

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), and the standards of the National Fire Protection Association (NFPA), will be used as guidelines in the conduct of this survey, but complete compliance with such standards is not guaranteed.

All normally accessible parts of the vessel will be inspected. Fixed parts will not be removed, including fittings, fasteners, furniture, screwed panels, or joiner-work. Locked compartments and lockers cannot be inspected. Nor will stores and equipment be removed. Owners, sellers, or their representatives (captain, broker, etc.) should make sure that the vessel is prepared for survey with compartments unlocked, stores and excess equipment removed, and maximum access to all areas of the vessel provided.

Machinery, belts, hoses, tanks, and piping will be visually inspected where normally accessible. No disassembly, sampling, destructive testing, chemical or physical analysis, compression or pressure testing will be performed except by prior arrangement and with written permission of the owner of the vessel. Machinery and equipment may be inspected while operating only when the owner or owner's representative (captain, broker, etc.) is present to operate the machinery. Depending on conditions observed visually, further testing may be recommended. In cases where the condition of engines is critical it is recommended that a qualified marine mechanic be engaged for a separate mechanical survey.

For sailing vessel surveys, spars and rigging will be visually inspected as accessible from on deck, and sails will be inspected as found furled or bagged unless other arrangements are made prior to the survey. Depending on these observations, further inspection may be recommended. Inspections aloft should always be made before sailing offshore.

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 warranty, either specified or implied.

Latent defects may exist that are not discoverable under normal inspection methods, and no warranty is offered with respect to latent defects. The survey results are an opinion of the condition and value of the vessel. The survey inspection and report will not guarantee the present or future condition of the vessel.

The written report will be available not more than ten (10) working days after the physical inspection unless prior arrangements are made for "rush" delivery. The report will not be made available to any other party without the permission of the client. The client is encouraged to attend the survey, and verbal consultation may be provided prior to delivery of the written report. Payment is due at the time of the inspection.