



MARINE SURVEY AGREEMENT

CLIENT: _____

ADDRESS: _____

PHONE #: _____ CELL #: _____ E-MAIL: _____

YEAR/MAKE/MODEL: _____

VESSEL'S NAME: _____ HIN #: _____

U.S.C.G. DOCUMENTATION OR STATE REGISTRATION #: _____

ENGINE TYPE: Diesel - Gas Mfg: _____

VESSEL'S OWNER: _____

ADDRESS: _____

VESSEL LOCATION: (Afloat / Blocked). _____

SURVEY SCHEDULE DATE: _____ TIME: _____

HAUL- OUT YARD: _____ TIME: _____

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

INTENDED USE OF VESSEL: Inshore Cruising ___ Coastal Passage-Making ___ Ocean Passage-Making ___
Other: _____

INTENDED CRUISING AREA: _____ Unknown _____

SURVEY FEE: \$

OUT OF WATER INSPECTION: INCLUDED

SEA TRIAL (ONE HOUR): \$

TRAVEL - CHARGED AT \$50 PER HOUR ROUND TRIP (IF APPLICABLE): \$

TOTAL PAYMENT FOR SURVEY SERVICES - TO BE PAID FOR AT THE VESSEL: \$
(Check/Cash only - Credit Cards not accepted) Direct deposit via wire transfer if not attending the survey.

Boarding authorization (if required): ARTHUR BAITZ, III is hereby authorized to board the above named vessel for the purpose of conducting a marine survey report. _____ Date: _____
(Vessel's owner or authorized agent)

I have read and hereby agree and consent to the terms of this Agreement, including the terms and conditions on Page 2 of this Agreement.

Client's Signature: _____ Date: _____

SURVEYOR:
ZERO FLOAT INTERNATIONAL, LLC,
a Florida limited liability company

Society of Accredited Marine Surveyors American Boat & Yacht Council



Date: _____

BY: ARTHUR BAITZ, III
ITS: MANAGER

ZERO FLOAT INTERNATIONAL, LLC - MARINE SURVEY AGREEMENT Page 2
Terms and Conditions of Marine Survey Agreement and Marine Survey Report

The Marine Survey Report (the "Report") prepared pursuant to this Agreement 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.

The Report, with photographs, will be prepared in PDF format within three (3) 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*" with regards to the vessel, 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 an opinion of the condition of the vessel at the time of survey. Minor cosmetic defects 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 conducting of the survey, but complete compliance with such standards varies with the intended service of the vessel and is not guaranteed.

The vessel should 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 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 the engine(s) is critical it is recommended that a qualified marine mechanic be engaged for a separate mechanical 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 client is encouraged to attend the survey and verbal consultation may be provided. Payment is due at the time of inspection unless other arrangements have been made. (Check/Cash only – Credit Cards not accepted). Notice to cancel this survey must be received three (3) days prior to the survey or the entire survey fee will be due and payable.

In the event that Surveyor is called upon, after rendering the Report, to explain, modify or supplement the Report, or its contents, or should Surveyor be called upon to render expert advice, testimony or to provide survey expertise in any dispute (whether in litigation or not), Surveyor will be compensated by the client in accordance with the fees customarily charged in the surveying industry; provided, however, Surveyor is not required to render expert advice, testimony or to provide survey expertise in any dispute (whether in litigation or not).

LIMITED LIABILITY. Execution of this Agreement, and acceptance and use of the Report, constitutes acceptance of the following:

- 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 the Report are advised that Surveyor is not an engineer nor does Surveyor possess 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, personal injury damages, property loss damages, or punitive damages, all of which shall be deemed knowingly and voluntarily waived.
- 3.** Client shall release, defend, hold harmless and indemnify Surveyor and its employees and representatives of and from any and all disputes, actions, claims, liabilities, judgments, and attorney's fees, which are related to or arise directly or indirectly from the services and activities contemplated by this Agreement, howsoever caused, ***including, without limitation, those due to the negligence, fault or other act or omission*** of Surveyor or of its employees and representatives.
- 4.** Notwithstanding anything in this Agreement to the contrary, in no event shall the liability of Surveyor exceed the fee paid for the Report, regardless of claims or suits and regardless of whether under theory of tort, contract, products liability, admiralty, or otherwise.
- 5.** Under no circumstances shall the Report constitute a representation, guarantee, or warranty, expressed or implied, of any kind as to the condition or soundness of the subject vessel, its hull, engines, machinery, equipment or systems or any part of appurtenances thereof, or the cost of effecting any repairs or modifications, and will not express or guarantee the future condition of the vessel. Good title, free of liens, encumbrances or the like is assumed. No responsibility is assumed for matters of a legal nature.
- 6.** The Report is for the exclusive use of the Client and distribution of the Report to anyone other than the Client is strictly prohibited without Surveyor's written consent.
- 7.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida. 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 (AAA), and the exclusive venue for any dispute arising from or related to this Agreement shall be Martin County, Florida. The prevailing party shall be entitled to its reasonable attorneys' fees incurred in any dispute, claim or controversy which arises from or is related to this Agreement.

This Agreement shall be binding on the heirs, legal representatives, and assigns of the parties hereto, and any modifications of this Agreement must be in writing and signed by the parties hereto.

Society Of Accredited Marine Surveyors

Client Initials _____