

GLADDING MARINE SURVEYING AND CONSULTING, LLC

1738 PICKWICK PLACE-FLEMING ISLAND-FLORIDA-32003

PHONE: 904-945-0511 FAX: 904-215-9243 EMAIL: gladdings@msn.com

SURVEY AGREEMENT

CLIENT INFORMATION:

NAME & ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

VESSEL OWNER INFORMATION:

NAME & ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

VESSEL INFORMATION:

NAME: _____ YEAR/MODEL: _____

MAKE: _____ LENGTH: _____

SURVEY PERFORMANCE:

SURVEY LOCATION ADDRESS: _____

SURVEY COST: _____ SURVEY PURPOSE: _____

SURVEY DATE: _____

HULL INSPECTION TYPES: In water ____ Out of water ____ Trial run ____

ENGINE INSPECTIONS (basic external checks): ____ Oil samples Quantity

Client or seller is responsible for haul out appointment and fee

Gladding Marine Surveying and Consulting, LLC a Florida Business hereafter referred to as the Company agrees to furnish a professional report of survey. Full survey payment is to be made in U.S. dollars no later than the day of the survey.

\$_____ required in advance (non-refundable within 72 hours of survey date). Checks made must be payable to Gladding Marine Surveying. The survey report will be completed within five working days and transmitted electronically to the client.

The survey may be used for valuation, insurance, or mortgage requirements. The survey checks for compliance with U.S. Coast Guard regulations and American Boat and Yacht Council, Inc. Recommended Standards and Practices. In addition, the general structural condition of the vessel and suitability for its intended purpose will be examined. The Company will conduct this survey and issue a report for the sole use of the specified requesting party, others are not use this report and not rely upon the contents of this report without payment to the Company of an additional agreed fee based upon reevaluation of the same factors. This agreement is valid for 20 days and is void thereafter.

The survey contains opinions and observations based on my skill, experience and training as a marine surveyor and consultant. 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, ultrasonic testing, 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 is expressed. Acceptance and use of this report acknowledges the client's understanding that Gladding Marine Surveying and Consulting, LLC 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 such 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.

CLIENT acceptance: _____ Date: _____

GMS LLC acceptance: _____ Date: _____

You are authorized to conduct the marine survey according to the price and conditions outlined above. The purchase and ownership of any used vessel involves the risk of potentially costly defects, which may not be discovered in a marine survey. I understand that the survey report does not constitute a guarantee or warranty of the subject vessel.