



**KEVIN R. BACHE**  
*SAMS Accredited / NAMS Certified*  
 Marine Surveyor  
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**PLEASE REVIEW, SIGN AND RETURN THIS CONTRACT VIA FAX, EMAIL OR REGULAR MAIL, TO CONFIRM YOUR INSPECTION. A DEPOSIT IS REQUIRED PRIOR TO SURVEYOR'S ATTENDANCE AT THE VESSEL**

- The following statement concerning the procedures in the inspection of the subject vessel is for your information and benefit. Results will be transmitted *only to the person or persons authorizing this survey*. The INSPECTION will include A VISUAL EXAMINATION, PERCUSSION SOUNDING AND MOISTURE METERING (where appropriate) of the vessels structure, where accessible. There are limitations to this process. Accessible parts and equipment will also be inspected where possible. Recommendations will include what must be done to insure safety and whether the boat is sound for its intended service (intended service is the designer's and/or manufacturer's concept of capabilities and limitations for a specific vessel design). The results of this inspection will bear to determine the fair market value of the vessel.
- Gasoline and diesel engines should be surveyed by a qualified Engine Surveyor to determine the condition of the engines, gears and pumps, heat exchangers, coolers, etc. Further recommended sea trials be performed and evaluated, that the vessel be hauled out for dry dock inspection of the wetted surface area of the hull and underwater machinery.
- Sailboat inspections include visual inspection of deck hardware, standing and running rigging, spars, booms, poles from deck level or un-stepped, ashore.
- Wood, high density foam and similar core materials, usually encapsulated in fiberglass, are used in the construction of most fiberglass vessels. Water intrusion and resultant deterioration can and does occur, particularly in cored hulls, stringer/stiffener systems, transoms and decks and superstructure. Definitive assessment of osmosis, blisters, core deterioration and/or saturation may require destructive testing or disassembly of the vessel. No joiner work or fasteners will be removed nor will any destructive testing be performed. Fastener removal, corrosion assessment and destructive testing are procedures beyond the scope of this inspection, and must be requested by the client and authorized by the owner, in writing.
- **Only accessible areas will be inspected, and it is understood and agreed that the surveyor assumes no responsibility for any defects not found in non-accessible areas and is not responsible for conditions subsequently arising. The report will be submitted in good faith, without prejudice and constitutes a description of the condition of the vessel at the time of inspection. The final report supersedes any other written or verbal communication regarding this vessel and inspection. The inspection and any verbal/written report pertaining thereto is for informational purposes only and in no way constitutes an express or implied warranty or guarantee of the vessel's condition.**

Vessel Name:	Client:
Vessel Location:	Address
Vessel Broker:	City/ST
Broker Phone:	Phones:           Home
Vessel Owner:	Mobile
Owner Phone:	Fax
Key loc. or combination:	Email
Yard Contact:	Client attending:
Vessel Type:	Vessel Ashore:
Builder/Yr:	Vessel Afloat:
L.O.A.:	Seatrial:
Type of Survey:	Survey schedule date:
Ordered By:	

Rate per foot:   ashore   afloat   Mileage \$           Amount Due: (Min 50% deposit requested).

I agree and consent to the Terms and Conditions \_\_\_\_\_ Client \_\_\_\_\_ Date \_\_\_\_\_

*Contracts paid in advance receive scheduling preference.   Survey reports are only released upon payment in full.*

## Terms and Conditions

1. The Client represents and warrants that the Client and Owner Information and Vessel Information above are accurate and acknowledges that the Marine Surveyor will rely upon them.
2. The Marine Surveyor shall perform the Survey Type identified above upon the vessel described above (herein the "Vessel"), along with a Sea Trial, if indicated above, and such additional inspections as are indicated above. The survey, sea trial, and additional inspections shall be herein called the "Survey".
3. The Survey shall be performed at the Vessel Location provided above and shall be performed afloat or ashore, as provided above, or ashore at the Haul-out Yard provided above, if applicable, and the sea trial shall be performed at the location provided above, if applicable. If haul-out is necessary, the Client shall arrange for such haul-out at a qualified yard at the Client's sole expense; such costs are not included in the Survey Price.
4. The Marine Surveyor is hereby authorized to board the Vessel for the purpose of conducting the Survey.
5. The Client shall pay the Survey Price and Additional Costs identified under Survey Information above, along with all expenses, including, but not limited to, fuel, travel expenses, hotel, meals, and lodging incurred by the Marine Surveyor in performing the Survey. The Survey Price, Additional Costs, and all expenses are collectively herein called the "Fee". The Fee is due and payable upon completion of the Survey and prior to delivery of the Survey Report to the Client. If the Client fails or refuses to pay the Fee as provided herein, the Client shall be liable to Marine Surveyor for all costs and expenses, including reasonable attorneys' fees, incurred by Marine Surveyor in the collection of said Fee.
6. The Client, if not the owner of the Vessel (herein the "Owner"), represents and warrants that the Client has obtained specific permission from the Owner for the conduct of the Survey in accordance with this Agreement and that the Owner understands and acknowledges that minor damage can and sometimes does occur to a vessel during a marine survey when reasonable stresses are placed upon vessel components in order to test their condition, and that the Owner shall hold the Marine Surveyor harmless from any such damage that may occur. The Client further agrees, as a specific condition of the Survey being performed, that the Client shall indemnify and hold harmless the Marine Surveyor from any and all actions, claims, or demands made by the Owner against the Marine Surveyor for any damages sustained by the vessel during the course of the Survey. Such indemnification shall include all reasonable attorney's fees and costs which may be incurred by the Marine Surveyor in the defense of said actions, claims, or demands.
7. The Survey and the Survey Report in no way constitute a warranty or a guarantee, either expressed or implied, of the condition of the Vessel. The Survey Report shall describe the condition of the Vessel as observed by the Marine Surveyor at the time of the Survey and may contain opinions or judgments of the Marine Surveyor. The Survey Report shall be substantially in the form of the sample Survey Report that is posted on the Marine Surveyor's website. The Client acknowledges having reviewed and read said sample Survey Report. The Survey Report shall not be made available to any party other than the Client without the written consent of the Client. THE PERFORMANCE OF THE SURVEY AND THE ISSUANCE OF THE SURVEY REPORT ARE SUBJECT TO THE CONDITION THAT THE MARINE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERROR IN JUDGMENT, DEFAULT, OR NEGLIGENCE, NOR FOR ANY INACCURACY, OMISSION, MISSED FINDINGS, MISREPRESENTATION OR MISSTATEMENT.
8. During the course of the Survey, only those components or items that can be reasonably inspected by the Marine Surveyor under the conditions present at the time of the Survey shall be inspected. Engines shall not be disassembled, bulkheads and partitions shall not be removed, and electrical systems shall not be tested, traced, or analyzed. The Marine Surveyor will not perform destructive testing. If any destructive testing is required or recommended by the Marine Surveyor, the Client shall arrange for such destructive testing to be performed by a qualified marine technician at the Client's expense. Any system or component observed shall be observed under normal operating conditions or conditions as closely approximating normal operating conditions as reasonably possible. In any event, the conduct of the Survey shall be at all times reasonable under the circumstances and no more.
9. If this Agreement is for an "Insurance C & V" survey, the Marine Surveyor shall perform a basic inspection for deficiencies relating to life and safety, an appraisal, and a report stating the general condition of the vessel, including notation of any obvious defects. This inspection is designed to satisfy the minimum requirements of most insurance company requests for a survey. In most cases, it will also meet the appraisal requirements of lenders. This is a static inspection that does not include operational tests of the Vessel or its systems. An "Insurance C & V" survey is not a pre-purchase survey.
10. Ohio law shall govern the interpretation and enforcement of this Agreement. The Parties hereby submit to the personal jurisdiction of the State Courts of Erie County, Ohio. The proper and exclusive venue for all disputes arising hereunder shall be the State Courts of Erie County, Ohio.
11. Except as otherwise expressly provided herein, this Agreement, including all Exhibits attached hereto, represents the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior written and oral agreements, promises, representations, or understandings among the Parties regarding the subject matter hereof. The Parties acknowledge that there are no other written or verbal agreements, promises, representations, warranties, or understandings among the Parties with respect to the subject matter hereof, except as otherwise expressly provided in this Agreement.
12. The Client grants the Marine Surveyor a lien on the Vessel and its equipment until the fees and expenses under this agreement have been fully paid, to the extent permitted by law. The Marine Surveyor shall have and retain all other legal rights at law or equity, whether state or federal, until the Fee is paid in full. The Client and the Vessel shall remain jointly and severally liable for the Fee until paid in full. The Client represents and warrants that the Client has the authority to grant such liens and bind all such parties.
13. The Client shall indemnify and hold harmless the Marine Surveyor, its Members, officers, agents, and employees, from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind or nature, including attorneys' fees arising out of, in connection with, or incident to, the Survey. By way of illustration and not limitation of the foregoing, the Marine Surveyor shall specifically not be liable for incidental, special, or consequential damages, nor for loss of use, loss of profits/earnings, crew wages/shares, salvage, tug expense, demurrage, loss of time, loss of freight, loss of charter and/or similar and/or substituted expenses.