

Charles E. Kanter AMS® (Accredited Marine Surveyor)

Contract for survey or consultant services

Role of the Surveyor

The Surveyor is contracted by and works exclusively for the Buyer, who is the "client". The Surveyor provides an comprehensive evaluation of the vessel and a list of findings and recommendations for corrections of faults. Recommendations are divided into two (2) categories: PRIORITY Recommendations and General Recommendations. The Surveyor may, in his inspection, confirm or deny the claims made for the boat by the seller if such claims are disclosed to the Surveyor.

Inspections are conducted based upon the guidelines of The Society of Accredited Marine Surveyors (SAMS)

The Surveyor will list observable non-compliance with required safety regulations, as specified by the Code of Federal Regulations (CFR)

The Surveyor cannot determine the full extent of compliance with any standard but will list observable variants from ABYC standards.

Role of the Buyer

The party (client) contracting with the Surveyor is responsible for having researched the appropriate surveyor for his or her needs and understanding that the results of the survey and the survey report are a single tool in his or her evaluation of the prospective vessel. The Buyer understands that marine survey is not licensed or regulated by any government agency, that the established methods are observation and non-destructive testing, and that no warrantee is implied in discussions, written or oral, about the life-span of gear and equipment. The Buyer must sign a contract for services with the Surveyor delimiting the services to be provided. Accepting the survey report, and paying the agreed fee, will constitute acceptance of the contract set forth here in lieu of a previously signed written agreement.

Role of the Seller

The Buyer must arrange for the seller to provide, and the Surveyor is not for obtaining from the seller, the following: a list of particulars concerning the vessel including an inventory, and the owners manuals. facilitation of the actual survey by emptying lockers and bilges for inspection, explanation of the use of unfamiliar equipment and non-standard installations and operating all machinery, disclosure of any previous major repairs or structural changes and providing documentation as to these changes, and providing all the chain of ownership legal documents; this is especially important with vessels not documented in the United States. The seller or his designate will operate the vessel prior during or post survey and sea trials.

Intent of This Agreement

The purpose of pre-purchase survey is to provide the prospective Buyer with a reasoned opinion of the condition and value of the vessel to be surveyed. No guarantees or warranties are expressed

or implied. Destructive testing, cost estimating, scientific calculation including the recording of moisture meter readings, prognosis for osmotic blistering and determining the extent of hydrolysis or laminate disbonding are beyond the scope of a pre-purchase survey and require specialized examiners. The Surveyor does not opine on the suitability of the vessel for the buyer's needs or other factors that may be important to the Buyer's decision-making but which are outside the scope of survey.

Marine survey is not an exact science and is not regulated nor licensed by any governmental agency. It is neither cost-effective nor practical to list every observable cosmetic deficiency. It is not possible to guarantee discovery of hidden flaws. Often, flaws become apparent only after a change in environment or the installation of electronic or mechanical equipment. The Surveyor is not a guarantor or insurer of the vessel.

Exclusions

Destructive or laboratory testing, estimating costs of repairs and the proper function of machinery and electronics are beyond the scope of the survey and require specialists. Anything that is not specifically mentioned is specifically excluded. Unless otherwise agreed, mastheads, rigging above deck level, sails, electronics, machinery, engines and complex electrical installations are excluded.

Warranties, Guarantees

The Surveyor represents and warrants that he has the experience and prerequisites to accept the contract and that he is free of prejudice and is working only for the Buyer. Discussions of probable lifespan of various parts such as bilge pumps or rigging cannot be construed as Surveyor warranty. Errors and omissions are limited to the terms of this contract. Failure to list obvious wear and tear that is within the observable scope of the Buyer does not constitute omission nor does subsequent discovery of defect beyond the limitations of pre-purchase survey as described on this web site constitute error.

Interpretation and Enforcement of this Contract

Disputes arising from this contract must be adjudicated in Palm Beach County, Florida, USA. Any damages arising out of this contract in connection with the survey that is the subject of this contract, and the liability of the surveyor are limited to the fees paid by the Buyer to the Surveyor in connection with this contract, less any expenditures by the Surveyor for oil samples, consultant fees and out-of-pocket expenses. In the event of litigation, the prevailing party shall be entitled to attorney's fees and costs. This contract constitutes the entire agreement of the parties.

Please fill out the contract information below:

Date: _____

Client Name: _____

Mailing Address: _____

Phone Number: _____

Cell Phone Number: _____

Office Phone: _____

Fax: _____

Email Address: _____

Vessel (name): _____

Manufacturer: _____

Type: _____

LOA: _____

Max. Beam: _____

Draft: _____

Year of Mfg.: _____

Date of Survey: _____

Additional comments:

Signature: _____

Date: _____