

ARC Marine Survey, LLC

Alan Ritter, AMS

CONTRACT FOR MARINE SURVEY

During the course of the survey we use U.S.C.G CFR's, the American Boat and Yacht Council standards, and the National Fire Protection Association. It does not cover possible latent defects which could not be discovered by inspection without removal of machinery, tanks, sheathing, bulkheads panels or other fixed materials.

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, ultrasonics. Cleaning or opening up to exposed 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 clients understanding that ARC Marine Survey, LLC does not accept any responsibility for damage or deterioration not found during the course of the survey, nor for consequential damage, deterioration or any loss due to any error or omission.

The client hereby undertakes to keep the Surveyor/Consultant and it's 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's/Consultant's 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/Consultants charges.

Client: _____ Phone # _____ Price of survey: _____

Vessel Name: _____ Builder: _____

Year: _____ Length: _____

YOU ARE AUTHORIZED TO DO THE MARINE SURVEY AS PER THE ABOVE CONDITIONS:

Accepted; Signature _____ Date: _____