

Jack Morman, SAMS®AMS® Marine Surveyor

AMERICAN BOAT AND YACHT COUNCIL



SOCIETY OF ACCREDITED
MARINE SURVEYORS®

NATIONAL FIRE PROTECTION ASSOCIATION

WORK ORDER FORM

Name as to appear on paperwork: _____

Address: _____ City: _____ State: _____

ZIP: _____ Primary Phone#: _____ Secondary Phone#: _____

Email: _____

Survey Type:

*****PLEASE CHECK ONLY ONE*****

Condition & Value: Pre-Purchase: Insurance: Finance/Appraisal: Trade/Broker: Donation:

Rig Inspection: Infrared: Damage: Inspection of Area: Warranty:

Boat Make: _____ Year: _____ Length: _____

Boat Name: _____ Power: __ Sail: __ Hull Material: _____

Official Numbering (HIN) _____ (REG) e.g., MC _____

Engine(s)# _____ Make: _____ Gas__ Diesel__ Horsepower _____

Owner and/or Broker _____ Phone: _____

Vessel Location(s): _____ Sea Trial Required _____

*****NOTE: Sea Trial not included in basic survey price. Call for quote. *****

Survey Cost: \$ _____ Sea Trial (if wanted): \$ _____ Total Cost Due: _____

I understand that the survey report does not imply a guarantee or warranty. The report is a statement of the apparent condition, a list of recommendations and a Current Market Value at the time of survey only.

I (the undersigned) , as purchaser of the survey, authorize Jack Morman, SAMS® AMS® Marine Surveyor and any of his representatives to board the above mentioned vessel for the purpose of conducting a marine survey on my behalf.

Signature of Survey Purchaser

Date

Relationship to vessel, e. g., Buyer, Broker, Owner, Insurance Co., Lending Institution, Legal
Servicing the marine industry since 1963

Office phone: 586-469-3898

Office fax: 313-823-5354

37790 Lakeshore, Harrison Township, Michigan 48045



Terms and Conditions:

WHEREAS, Jack Morman, SAMS® AMS® Marine Surveyor is engaged in the business of performing marine surveys and represent that they are duly qualified to do so.

WHEREAS, Survey Purchaser is requesting a marine survey preformed upon the previously named vessel.

NOW THERFORE, In consideration of mutual promise given and received herein Jack Morman, SAMS® AMS® Marine Surveyor agrees to perform, and Survey Purchaser agrees to purchase a marine survey under the following terms and conditions:

1. If the Survey Purchaser is not the owner of the said vessel, Survey Purchaser represents and warrants that he has obtained specific permission from the owner of said vessel for the conduct of a marine survey at the location indicated and that the owner knows and understands that minor damage sometimes can and does occur to a vessel during a marine survey in which reasonable stresses are placed upon vessel components in order to test their condition. Furthermore, Surveyor Purchaser represents and warrants that the owner shall hold the Marine Surveyor harmless for any such damage which may occur. Survey Purchaser additionally agrees, as a specific condition of the marine survey being performed, that he will indemnify Marine Surveyor from any and all actions, claims, and demands made by the owner against Marine Surveyor for any damages sustained by the vessel during the course of the marine survey as aforesaid. Such indemnification shall include all reasonable attorney’s fees and costs, which may be incurred by Marine Surveyor in the defense of said actions, claims, or demands.
2. It is further agreed and understood that the marine survey performed, and the marine survey report issued, in no way constitutes a warranty or guarantee either expressed or implied of the condition or seaworthiness of the vessel. The marine survey report shall describe the condition of the vessel as observed by the Marine Surveyor at the time his survey is conducted and may contain opinions or judgments of the Marine Surveyor. THE MARINE SURVEY REPORT ISSUED IS SUBJECT TO THE CONDITION THAT IT IS UNDERSTOOD AND AGREED THAT THE MARINE SURVEYOR SHALL UNDER NO CIRCUMSTANCES WHATSOEVER BE HELD RESPONSIBLE IN ANY WAY FOR AN ERROR IN JUDGEMENT, DEFAULT OR NEGLIGENCE, OR FOR ANY INACCURACY, OMISSION, MISREPRESENTATION OR MISSTATEMENT. IN THE EVENT OF DISSATISFACTION WITH THE CONDUCT OF THE SURVEY, WITH ERRORS CONTAINED IN THE REPORT, OR BY OMISSION OF INFORMATION, THE SOLE AND MAXIMUM REMEDY SHALL BE LIMITED TO NO MORE THAN THE AMOUNT OF THE FEE ACTUALLY RECEIVED FOR THE REPORT, WHICH SHALL BE REFUNDED.
3. It is further agreed and understood that, during the course of the marine survey, only those components or items, which can be reasonably inspected by Marine Surveyor under the conditions present at the time of marine survey, shall be inspected. Engines shall not be disassembled, bulkheads and partitions shall not be removed, and electrical system shall not be tested, traced or analyzed unless specifically requested by Survey Purchaser and an additional fee agreed upon in advance. Any system or component will be observed under normal operating conditions or conditions as closely approximating normal operating conditions as possible. In any event, the conduct of the marine survey shall be at all times reasonable under the circumstances shall not exceed industry standards. For sailing vessel surveys, spars and rigging will be visually inspected as accessible from on deck, and sails will be inspected as found, furled, or bagged unless other arrangements are made prior to the survey. Determination of inherent design and stability characteristics is beyond normal scope of a marine survey. The survey report is not considered to be an inventory or a warranty, either specified or implied.
4. It is agreed and understood that litigation may result from disagreement as to the common; acceptable practices of the marine survey requested and performed shall be settled in arbitration in Macomb County, Michigan. It is agreed and understood that the Survey Purchaser, by the execution of this Agreement, obligates himself for the payment of the marine surveying services performed, in the amount of the fee agreed upon herein, and that in the event Survey Purchaser fails or refuses to make said payment, he shall be liable to Marine Surveyor for all costs and expenses, including reasonable attorneys’ fees, incurred by Marine Surveyor in the collection of said debt. Furthermore, in the event that litigation becomes necessary, Survey Purchaser agrees that Michigan courts shall constitute the proper legal forum and that the laws of the State of Michigan shall apply. If the Survey Purchaser acquires interest in the vessel that is the subject of this survey, this agreement constitutes an acknowledgment and recognition of a lien against the vessel for serviced performed.
5. The written report will be available not more than seven (7) working days after the physical inspection unless prior arrangements are made for “rush” delivery. The report will not be made available to any other party without the permission of the client. Verbal consultation may be provided prior to the delivery of the written report. Payment is due at the time of scheduled survey.
6. This surveyor is not a qualified engine mechanic; therefore, it is always recommended that a qualified marine engine mechanic be retained to ascertain the operational condition of the engine(s).

Survey Purchaser Signature

Date