

Port City Marine Services, Inc.
P.O. Box 190321
Mobile, AL 36619
Ph: 251-661-5426 Fax: 251-973-2776
D.J. Smith \ Accredited Marine Surveyor

Contract of Services and Scope of Survey

This contract sets forth an agreement between Port City Marine Services, Inc. (hereinafter referred to as P.C.M.S.), the undersigned marine surveyor and the person and \ or firm ordering the services of Port City Marine Services, Inc.

It is agreed that the services provided "**Report of Survey**" by the undersigned is the opinion of the undersigned at the time of survey only . The "**Report of Survey**" is an inspection of the vessel and vessel accessories where accessible and performed without removals or opening any places not considered practical or ordinarily concealed, this includes removals of liners, joinerwork, fasteners, and permanently attached carpet unless otherwise instructed. It implies no warranty written or expressed against faulty design, latent defects, or seaworthiness and is based on a thorough visual examination of said vessel, and is based in part by materials and statements submitted by the owner and \ or owners representative.

Operation of equipment and electronics will be performed by the owner and \ or owners representative unless otherwise instructed and will be observed by the undersigned unless otherwise instructed. Proper calibration, proper operation, and suitability for service can only be verified by a properly trained and certified marine electronics technician.

Operation of engines and generator will be performed by the owner and/ or owners rep. and the representation to vessels engines and generators will be limited to a cursory examination, with no representation as to the engines performance, operation, life expectancies, or specifications. It is recommended that the engines (gasoline, diesel, ect.) be inspected by a qualified engine surveyor or mechanic. Observations will be noted as sighted.

Removal of interior ceilings, floorings, inspection covers, and other access areas may be necessary to perform inspection. Removal and re-installation of these parts are the responsibilities of the owner of the vessel. Sea trials shall be performed by a competent boat operator or owner with the surveyor attending if so requested. Attached recommendations of the "**Report of Survey**" should be corrected accordingly to the terms and conditions of the report or as necessary.

P.C. M.S., it's employees, nor the assigned marine surveyor shall not be held responsible for the malfunctioning, non-performance, or non-operational condition of any mechanical device on the vessel beyond the date of inspection of the reporting surveyor; this includes state of repair or mechanical condition of any engine , generator, appliance or any other mechanical apparatus attached to or contained within the vessel. Client agrees that P.C.M.S. and/or the undersigned is not responsible for any incidental, special, or consequential damage of any kind, in reliance on, arising from, or in connection with use of any "report of survey" arising from this transaction. Client agrees and understands that the assigned surveyor, shall not be authorized to engage any destructive or invasive testing procedures unless specify authorized in writing by the owner of the subject vessel a copy of such written permission will be furnished to P.C.M.S. _ prior to the survey and shall be attached to this document and incorporated herein by reference there to. In accepting the same the undersigned will submit the "report of survey" in good faith, with out prejudice, and on a timely manner, with a description of the vessels condition and valuation at the time of survey only. Our liability is limited to the cost of services rendered only.

Please complete the following

Name of Vessel: _____ Person requesting Survey: _____

Owner of Vessel: _____ Address: _____

Location of Vessel: _____

Type of Vessel: _____ Phone #: _____

Phone #: _____ Instructions: _____

Type of Survey: **Condition & Valuation Survey** - **Pre-Purchase**

- (please choose one)

Payment due upon receipt of \$ _____

I hereby agree upon the terms noted above (signature)

X _____

Date _____