



Dink Marine, LLC - Marine Survey
7 Post Road, Brick N.J. 08724
877-241-9295 Info@DinkMarine.com

Marine Survey Agreement

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

Vessel Name: \_\_\_\_\_ HIN#: \_\_\_\_\_

Year: \_\_\_\_\_ Length: \_\_\_\_\_ Make & Model: \_\_\_\_\_

U.S.C.G. Documentation or State Registration: \_\_\_\_\_

Vessel Location: \_\_\_\_\_

\_\_\_\_\_

In-Water [ ] Slip Number: \_\_\_\_\_ On-Land [ ]

Haul-Out Marina: \_\_\_\_\_ Est. Haul Date: \_\_\_\_\_

Note: Arrangements and payment for haul-out are the responsibility of party contracting for the survey ("Client") and not included in survey fee. It is the client's responsibility to provide any necessary Captain or crew to transit vessel from slip to haul-out and during limited trial run.

Scheduled Survey Date: \_\_\_\_\_

Survey Type: Condition/Valuation [ ] Pre-Purchase [ ] Insurance [ ]

Survey Fee: \$ \_\_\_\_\_ Per Foot X \_\_\_\_\_ Feet = \$ \_\_\_\_\_

Travel Charges: \$ \_\_\_\_\_ Per Mile X \_\_\_\_\_ Miles = \$ \_\_\_\_\_

Limited Trial Run (Up to One Hour) \$ \_\_\_\_\_

Additional Expenses: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Total (Due in Full Prior to Survey Report Delivery) \$ \_\_\_\_\_

The purchase and ownership of any vessel, whether new or used, involves the risk of potentially costly defects, which may not be discovered in a marine survey. I understand that any reports including survey reports do not represent or constitute a guarantee or warranty, express or implied, of the condition of the subject vessel or its components or appurtenant equipment. I have read, understand, and hereby agree and consent to the terms and conditions outlined on the following pages of this agreement.

Dink Marine, LLC

Client Signature: \_\_\_\_\_

By: Captain Stephen Dinklage

Client Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## TERMS and CONDITIONS

- As used in this document, the terms firm, we, our, and us refers to Dink Marine, LLC and includes any associated person and the term Client refers to the person, entity, or organization named above as Client.
- Subject to the terms and conditions stated herein, we agree to perform the service(s) requested by the Client for the consideration stated.
- Fees or retainers must be paid in full on or before the scheduled date of service. Expenses may be billed separately, in such cases, all assessed fees and expenses must be paid in full prior to the issuance of any oral or written reports. All payments must be made in US currency.
- Unless previously agreed, surveys that include limited trial runs are quoted based on both the inspection and the limited trial run taking place on the same day. If the vessel is incapable of limited trial run, requires an additional limited trial run due to condition, or if other conditions including weather prevent the limited trial run from taking place on the inspection date; an additional fee of \$250.00 will apply for each additional visit to the vessel. If the location of the vessel is outside of this firm's local service area (within 30miles) expense charges will also apply. The local service area includes Monmouth, Ocean and Middlesex counties.
- For domestic assignments, a cancellation fee of \$250.00 is applicable if the requested service is not canceled within 48 hours of the scheduled service time. If this firm's representative is enroute or has arrived at the designated location for the scheduled service, the cancellation fee will be increased to 75 percent of the service fee plus incurred expenses if the assignment is outside of our local service area. For international assignments, a \$500.00 cancellation fee shall be due if the requested service is not canceled within 72 hours of the scheduled service time. If this firm's representative is enroute or has arrived at the designated location and the assignment is canceled, the cancellation fee will be increased to \$1,000.00 plus expenses. The client is responsible for payment of all expenses incurred before cancellation or which we have prepaid, which are nonrefundable, including, but not limited to, airline tickets and fees, customs and immigration fees, parking, and lodging.
- Lay days on which we are unable to perform work due to circumstances beyond our control will be billed at a rate of \$300.00 per day plus expenses.
- We reserve the right to assess additional fees at the rate of \$140.00 per hour if the inspection process is slowed by circumstances beyond our control.
- This agreement shall be governed and interpreted according to State law and U.S. maritime law where applicable. Any action in connection with or to enforce this agreement shall be commenced solely in the court of appropriate jurisdiction in Monmouth County, New Jersey, and Client consents to personal jurisdiction in Monmouth County, New Jersey. Nothing contained herein shall, however, prevent us from bringing an action or exercising rights in any other state or jurisdiction where the vessel that is the subject of our services may be found or from obtaining personal jurisdiction over Client by any other means available by applicable law. IN THE EVENT OF ANY LITIGATION ARISING OUT OF, OR TO ENFORCE THIS AGREEMENT, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY SUCH ACTION.
- The prevailing party in any litigation to enforce this agreement or in connection with this agreement shall be entitled to recover its attorney's fees and costs.

THE LIABILITY OF DINK MARINE, LLC UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER ARISING OUT OF BREACH OF CONTRACT OR NEGLIGENCE OF DINK MARINE, LLC OR ITS EMPLOYEES SHALL BE LIMITED TO THE FEE CHARGED FOR SERVICE(S) UNDER THIS AGREEMENT. ALL LIABILITY FOR INCIDENTAL, SPECIAL, AND CONSEQUENTIAL DAMAGES IS HEREBY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF EARNINGS, CREW WAGES OR SHARES, TUG OR TOWING EXPENSE, SALVAGE, DEMURRAGE, LOSS OF TIME, LOSS OF FREIGHT, LOSS OF CHARTER HIRE, OR SIMILAR DAMAGES OR EXPENSES.

- The client hereby undertakes to keep Dink Marine, LLC, and its 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 Dink Marine, LLC, and its



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employees, agents and subcontractors may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

- The acceptance and use of any report prepared by Dink Marine, LLC 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 expose parts or conditions ordinarily concealed.
- The acceptance and use of this report acknowledges the client's understanding that Dink Marine, LLC and its employees, agents and subcontractors does not accept any responsibility for damage or deterioration not found or discovered during the course of survey, nor for consequential damage, deterioration, or loss due to any error or omission.
- During the performance of the requested service(s), the Client retains the right to terminate the requested service(s) for any reason. In the event of termination, the Client shall pay for the services rendered and expenses incurred to the point of termination and no written report will be furnished.
- It is understood that being aboard or near a vessel while work or inspections are being conducted can be dangerous and includes the possibility of serious injury or death. At all times that we are providing services the Client shall be fully responsible for his safety and the safety of his guests and other persons who may be aboard or near the vessel and the Client shall indemnify, hold harmless, and defend Dink Marine, LLC from any action by a third party arising out of damages or injuries occurring during a surveyor arising in connection with this Agreement.
- The Client, if not the owner of the vessel to be surveyed, affirms he/she has obtained specific permission from the owner or his agent for Dink Marine, LLC to conduct the services requested in this Agreement.
- The Client, if not the owner of the vessel to be surveyed, shall be responsible for arrangements with the vessel owner or his agent to prepare the vessel for inspection with compartments unlocked, stores and excess equipment removed, and maximum access to all areas of the vessel provided.
- It is understood that a marine survey is an opinion only; and in a typical survey such as a Pre-Purchase, C&V or insurance survey, the scope of the report is confined to the attending surveyor's opinion as to the general physical condition and estimated value of the subject vessel on the date(s) of the examination only.
- The marine survey provided under this agreement is not a complete inventory of the vessel and does not provide any warranty, guarantee, or prediction, express or implied, of condition on any later date.
- Survey and other reports we issue will provide the unbiased opinion of the attending surveyor based on the conditions found, facts observed, presented, and discovered at the time of examination; but survey reports do not provide any warranties or guarantees either expressed or implied, of condition or suitability for a particular purpose.
- Survey and other reports are issued based on the professional opinion of the surveyor as to condition, valuation, and recommendations. We reserve the right to terminate employment, with full fees earned, if the Client or any agent or person acting on behalf of the Client asks us not to include information in, remove information from, or otherwise alter the attending surveyor's opinion or report.
- All survey reports are for the sole use of the Client. Reports are non-transferable and no other person or entity, including other potential buyers of the vessel surveyed pursuant to this Agreement, shall be entitled to use the survey report or to enforce, make any claim, or have any right pursuant to the provisions of this Agreement.
- Our surveys are conducted pursuant to the common practices for marine surveys by members of the Society of Accredited Marine Surveyors, and generally accepted marine survey practices and as guidelines the mandatory standards promulgated by the United States Coast Guard (USCG), under the authority of Title 46 United States Code (USC); Title 33 and Title 46 Code of Federal Regulations (CFR), the voluntary standards and recommended practices developed by the American Boat and Yacht Council (ABYC), and the standards of the National Fire Protection Association (NFPA), will be used but complete compliance with such standards is not guaranteed.

- Surveys include reasonable visual inspection of the vessel and its components and appurtenant equipment where normally and reasonably accessible. No destructive testing, removal of fixed or fastened parts, opening of machinery, or opening of locked or inaccessible compartments will be done without prior written permission of the vessel owner. Stores and equipment will not be removed by the surveyor to facilitate inspection. Obscured and inaccessible areas are specifically excluded from inspection. The visual inspection may be augmented with nondestructive examination procedures as deemed appropriate and where possible. Such procedures may include but are not limited to percussion testing and moisture meter readings. When such procedures are used, they will be indicated in the report.
- Machinery, electronics, equipment, tankage, piping, electrical components, pumps, and other components will be visually examined where normally accessible, but the examination will be limited to an inspection of their normally visible exterior portions, their installations, and power up testing where applicable. No verification testing of accuracy or rated capacities will be performed. Electronic and electrical equipment will be tested by powering up and observing basic function. No measurements will be taken, nor will calibrations or adjustments be made to electronics.
- The inspection of propulsion and auxiliary generator systems will be limited to an external visual and listening assessment only. All other forms of testing shall require prior written permission of the owner of the vessel and require an additional fee. Machinery will be opened only as necessary to conduct the testing or sampling requested. We reserve the right to refuse to conduct compression testing and/or sampling based on the circumstances of the individual vessel or machinery. If we elect not to conduct testing any fees collected for testing and/or sampling will be refunded to the Client. Inspection, with or without compression testing and/or sampling is not an evaluation of the internal condition or operating capacity of the machinery or equipment involved. Where the condition of machinery is critical, or knowledge of internal condition is required a machinery survey by a factory technician or machinery surveyor should be performed. Inspection of machinery and auxiliary equipment in this survey does not provide any warranty, express or implied of internal condition or future operating life of machinery or equipment.
- For sailing vessels, spar and rigging inspections will be limited to a visual inspection to a height of approximately eight feet above deck level only and sails will be inspected as found (bagged, furled, etc.) or while hoisted during a sea trial unless other arrangements are made prior to the survey. Depending on these observations, further inspection may be recommended. Inspections aloft should always be made before sailing offshore.
- The determination of inherent structural integrity or stability characteristics are outside the scope of a normal marine survey. As such, no opinion on structural integrity or stability will be expressed and no liability is assumed for structural or mechanical weaknesses in the vessel or its components.
- Minor cosmetic issues not materially affecting the value or use of the vessel may not be addressed.
- A written report will be prepared after the vessel examination; and, depending on the type of survey requested, the report may when appropriate include some or all of the following: a comprehensive description of the vessel, the apparent condition and safety of the vessel, its parts and installed equipment, a statement of the surveyor's opinion of the estimated fair market value, replacement value, and recommendations for items necessary to reasonably ensure safety and fitness of the vessel for its intended service. (Intended service is defined as the designer's and/or manufacturer's concept of capabilities and limitations for a specific vessel design). However, unless prior arrangements have been made and agreed to, vessel specification data provided will be obtained from published source material, not actual measurements, and when provided, fair market valuations will be based on comparison research using similar vessel types, in similar condition, as possible, and the experience of the surveyor.
- No part of any reports may be reproduced or utilized in any form or by means, electronic or mechanical, including photocopying, recording, or electronic or digital information or storage retrieval system, without our express written permission. However, release of copyright is granted to the named Client and insurers or lenders related with the named Client for the purposes of assisting with financing, insuring, or repairs to the vessel.
- Use of virus scanning software may occasionally cause rejection of a communication you send to us. We in turn may send you something that is rejected by your system. We believe this infrequent occurrence is to be expected as part of the ordinary course of business. We cannot guarantee that our communications and documents will always be virus free. Although we believe our virus protection measures are excellent, we can make no warranty that our documents will be virus free at all times. Please inform us immediately in the event a virus enters your system via any electronic means originating from us.



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- The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- Should any part or provision of this Agreement be found by a court of competent jurisdiction to be void, against public policy or otherwise unenforceable, such part or provision shall be deleted; provided, however, that the Agreement and each of the remaining parts or provisions hereof shall remain in full force and effect.
- This Agreement constitutes the full and complete agreement between Dink Marine, LLC, and Client regarding the subject matter of this Agreement and services to be performed and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- This Agreement shall not be modified or amended except by written agreement signed by both parties.