

Venture Sail — Marine Survey Agreement

521 Powell Road, Whitby, Ontario L1N 2H5

Client Contact Information

First Name: Middle Name: Surname:
Address Street: Town: Province: Postal Code:
Home Phone: Mobile: Office:
e-Mail:

Vessel Information

Name: Hull Identification No. (HIN):
Hailing Port: Registration or License No.:
Year: Make: Model:
Engine Make: Model: Fuel Type:
Current Location: Intended Use: Cruising Area:

Current Owner Information

First Name: Middle Name: Surname:
Address Street: Town: Province: Postal Code:
Home Phone: Mobile: Office:
e-Mail:

Survey

Date and Time:
Haul-Out Yard: Date and Time:

(Note: Arrangements and payment for haul-out are normally the responsibility of the party contracting for the survey, and are not included in survey fee).

Fees Calculation (Cheque or Cash payment only – Credit Cards not accepted)

Survey:
Out of Water Inspection:
Sea Trial:
Travel:
Fee for Engagement: HST: Total Fee:
Deposit (fifty percent of Total Fee):
Remainder Due on Day of Survey:

Boarding Authorization

William E. Henry, Marine Surveyor, is hereby authorized to board the above named vessel for the purpose of conducting a marine survey.

Vessel's Owner or Authorized Agent: Date:

Client Agreement

I have read and hereby agree and consent to the terms and conditions on this and Page 2 of this agreement.

Client's Signature: Date:

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Terms and Conditions of Survey

The Marine Survey report will be issued for the exclusive use of the client and may contain information that is privileged, confidential, and exempt from disclosure under applicable law.

A written report with photographs will be prepared as a Portable Document Format (PDF) file within five working days following a thorough visual examination of the hull, machinery, systems, rigging, hardware, and equipment. The report will contain a comprehensive description of the vessel and installed equipment and will include the *Findings and Recommendations* required for correction to reasonably ensure that the vessel is fit for its intended service, a statement of the *Fair Market Value and Replacement Cost* of the vessel, and will be submitted in good faith, without prejudice and will constitute a description of the condition of the vessel at the time of survey. Minor cosmetic defects not materially affecting value may not be addressed. Latent defects may exist that are not discoverable under normal inspection methods, and no warranty is offered with respect to latent defects.

The mandatory standards promulgated by Transport Canada and the United States Coast Guard (USCG), 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 as guidelines in the conduct of the survey but, complete compliance with such standards varies with the intended service of the vessel, and is not guaranteed.

The vessel should be prepared for survey with compartments unlocked, stores and excess equipment removed and maximum access to all areas of the vessel provided. Locked compartments or lockers will not be inspected.

Engines, machinery, and equipment may be inspected while operating only when the owner, owner's representative, Captain, or Broker is present to operate it. Fixed parts, joinery or fasteners will not be removed nor will any destructive testing be performed without written consent of the owner. In cases where the condition of engines is critical it is recommended that a qualified Marine Mechanic be engaged for a separate mechanical survey.

Sailing vessel spars and rigging will be visually inspected from the deck level only. The working sails will be inspected during the sea trial, furled or bagged sails will not be inspected unless other arrangements are made. Further inspection by a qualified rigger or sail maker may be recommended.

Determination of inherent design and stability characteristics is beyond the normal scope of a marine survey. The survey report is not to be considered an inventory or a warranty, either specified or implied, and will not express or guarantee the future condition of the vessel.

The client is encouraged to attend at the completion of the inspection at which time verbal consultation may be provided. Payment is due at the time of inspection unless other arrangements have been made. (Cheque or Cash only – Credit Cards not accepted). Notice to cancel this survey must be received three days prior to the survey or the entire survey fee will be due and payable.

In the event that this surveyor is called upon, after rendering a Marine Survey Report, to explain, modify or supplement the report, or its contents, or should the surveyor be called upon to render expert advice, testimony or to provide survey expertise in any dispute in litigation (or not), the surveyor will be compensated by the client in accordance with the fees customarily charged in the surveying industry.

Limitation of Liability

The survey will be conducted in accordance with generally accepted marine standards and criteria utilized in the marine surveying industry. Persons or entities entitled to rely upon this report are advised that this surveyor is not an engineer nor does he possess any specialized knowledge beyond the degree of skill commonly possessed by others in the same employment.

Surveyor shall have no liability for consequential damages, no liability for personal injury damages, no liability for property loss damages, no liability for punitive damages, all of which shall be deemed to have been knowingly and voluntarily waived upon use of the survey report.

In no event shall the legal liability of the undersigned exceed the fee paid for this survey report, regardless of claims or suits and regardless of whether under theory of tort, contract, products liability, admiralty, or otherwise.

Arbitration

The parties agree that in the event of a dispute arising from the terms of this Contract or from the survey resulting from this agreement, that the parties shall submit themselves and their dispute to binding arbitration to be conducted by an arbitrator selected by the parties. In the event the parties are unable to agree upon such selection, then each party shall select an arbitrator and those two arbitrators shall select a third arbitrator. Any person who is not a member of the Society of Accredited Marine Surveyors shall be disqualified to serve as an arbitrator. The cost of arbitration shall be borne between the parties as determined by the arbitrator(s) in its (their) sole discretion.

Wm.E. (Bill) Henry, B.Sc., B.Ed., MBA

Marine Surveyor