

# REQUEST FOR MARINE SURVEY

Solutions Consulting Services, LLC (SCS, LLC) – Marine Surveys

Purpose of Survey:  Pre-Purchase  Insurability  Financing  Damage  Appraisal

Survey Client \_\_\_\_\_ Vessel Owner \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone/Cell \_\_\_\_\_ Phone/Cell \_\_\_\_\_

Email Address \_\_\_\_\_ Email Address \_\_\_\_\_

Vessel Location \_\_\_\_\_ Contact person \_\_\_\_\_ Phone / Cell \_\_\_\_\_

Vessel builder/model/version/name \_\_\_\_\_

Length Overall \_\_\_\_\_ Hull ID Number \_\_\_\_\_ USCG Doc./State Reg # \_\_\_\_\_

IS: vessel in or out of water? \_\_\_\_\_ vessel exposed to weather? \_\_\_\_\_ battery and 110VAC power available? \_\_\_\_\_

Please check below each intended use for this vessel:  Casual recreational use  Offshore or buoy racing

Live aboard or inhabit for more than 2 weeks each use  Occasional offshore cruising or fishing

Extended offshore cruising or fishing  Round trip voyages greater than 200NM from home port

**NOTE: Owner or owner's representative must prepare vessel for survey (assured availability, removed tarps/ covers/ shrink wrap, cleared entry to engines/cabin/berthing, removed booms and rigging from cabin, etc.) Otherwise survey may be limited, delayed or rescheduled.**

Base Fee Quoted \$ \_\_\_\_\_ per foot Mileage 1<sup>st</sup> trip \$ \_\_\_\_\_ Mileage subsequent trips: \_\_\_\_\_/mi.

Base fee and travel charges payable in full prior to release of survey results in USD by cash, check or credit card.

**AGREED FEES: The inspection and report of survey shall be conducted for the sum of: \$ \_\_\_\_\_**

**Agreed additional travel or mileage charges: \$ \_\_\_\_\_**

**Add processing fee for payment with MasterCard® or Visa®: US (3%) \_\_\_\_\_ Int'l (4%) \_\_\_\_\_ \$ \_\_\_\_\_**

**Total due for release of survey results and report: \$ \_\_\_\_\_**

Beyond the services included in the quoted Base Fee, SCS, LLC offers arrangement and supervision of, but not necessarily the actual performance of, services listed below at a rate of \$85.00 per hour portal to portal. Unless noted otherwise, fees for services will be billed direct to Client from yard, shop, lab, technician, captain, etc. performing the service. Examination, evaluation, analysis and preparation of reports will be billed at the same rate. Payment for additional services reports due prior to receipt of report.

**Additional services requested by Client:**

- |   |  |
|---|--|
| <input type="checkbox"/> Minor removal of bottom paint                        | <input type="checkbox"/> Sea trial supervision (included with survey if same day)  |
| <input type="checkbox"/> Removal of bottom paint by peeling and sand blasting | <input type="checkbox"/> Engine survey supervision and reporting                   |
| <input type="checkbox"/> Dye testing of sailboat swages and fittings          | <input type="checkbox"/> Engine oil analysis (analysis fee included)               |
| <input type="checkbox"/> Pressure testing of tanks                            | <input type="checkbox"/> Removal of fixed / semi-fixed panels, carpeting or liners |
| <input type="checkbox"/> Barcol hardness sampling / testing                   | <input type="checkbox"/> Removal of equipment, gear or personal belongings         |
| <input type="checkbox"/> Torsional testing or tightening of keel bolts        | <input type="checkbox"/> Cutting and installation of access ports                  |

\$ \_\_\_\_\_ **is estimated for additional services checked above.**

*Payment for base survey to be made in US dollars by the day of the survey unless otherwise arranged. All payments if unpaid when due shall bear interest at the rate of 1.5% per month from the due date until paid. All costs of collection, including reasonable attorneys' fees incurred by Solutions Consulting Services, LLC will be paid by the Client. Client is responsible for haul-out appointments and fees, if applicable. Re-attendance to verify completion of survey recommendation is subject to an additional charge. The work indicated above will be undertaken by Solutions Consulting Services, LLC for the fees set forth above. Client shall pay all travel costs and expenses associated with the work requested as listed above. Client shall be billed and shall pay for any additional supervision work beyond that set forth above at Solutions Consulting Services, LLC hourly rate.*

# REQUEST FOR MARINE SURVEY

## Solutions Consulting Services, LLC (SCS, LLC) – Marine Surveys

CLIENT AUTHORIZATION: On behalf of the Client identified above, I hereby authorize Solutions Consulting Services, LLC to perform the work requested above. I understand and agree that this is a LIMITED LIABILITY CONTRACT, and that the work requested, as well as all other work performed by Solutions Consulting Services, LLC is done pursuant to the TERMS AND CONDITIONS on this and following page of this work order, all of which are specifically incorporated into this work order. Solutions Consulting Services, LLC agrees to undertake the work requested by Client only on the following terms and conditions which shall apply to all work done by Solutions Consulting Services, LLC and all reports related to such work:

- 1. Expenses:** If additional work is agreed upon between Solutions Consulting Services, LLC and Client then client is responsible for additional expenses incurred. If vessel is not accessible for survey upon arrival, as stated on page 1 of this work order, Client will be responsible for return trip expenses to complete survey.
- 2. Additional Services:** Any additional work requested or authorized by Client, either verbally or in writing, shall be subject to the terms and conditions of this work order. Any work undertaken prior to execution of this work order but relating to the work requested shall be subject to the terms and conditions of this work order as well. In addition to the fees set forth on page 1 of this work order, Client shall pay Solutions Consulting Services, LLC for all additional work performed beyond that work initially requested at Solutions Consulting Services, LLC normal rate.
- 3. Payment and Interest:** Payment of all fees, expenses and additional services shall be due upon demand by Solutions Consulting Services, LLC.
- 4. Lien:** Customer grants Solutions Consulting Services, LLC a lien (including a maritime lien) on the vessel and its equipment involved in this work order until the fees and expenses under this work order have been fully paid. Solutions Consulting Services, LLC shall have and retain all other legal rights it may have, whether state or federal, until the fee and expenses have been paid. Client, including the vessel, and/or the person directly contacting Solutions Consulting Services, LLC for this work remain separately responsible for the charges until fully paid. The person signing this work order warrants that he has authority to bind all such parties to these fees and expenses.
- 5. Termination:** Clients may terminate the work requested upon giving notice to Solutions Consulting Services, LLC. Client shall pay Solutions Consulting Services, LLC for all work performed at Solutions Consulting Services, LLC normal hourly rate, and any agreed upon expenses incurred prior to termination.
- 6. Report:** Any report, notes or writings issued by Solutions Consulting Services, LLC regarding the work requested shall be subject to these terms and conditions.
- 7. Opinion:** Any oral or written report given by Solutions Consulting Services, LLC in connection with the work requested constitutes merely statements of *opinion* only and are not to be considered as representation, warranties, or guarantees regarding the work requested. Solutions Consulting Services, LLC claims no expertise regarding insurance coverage or policy terms and conditions. Oral or written statements made by Solutions Consulting Services, LLC are not to be construed or considered in any way bearing on insurance coverage.
- 8. Best Effort:** Solutions Consulting Services, LLC will use its best efforts to perform the work requested and to complete said services in a timely manner. Client is responsible to insure unrestricted access is permitted to vessel for survey, otherwise delays and/or limited surveys may result.
- 9. Limited Liability:** Solutions Consulting Services, LLC shall not be liable to Client for any claims, loss, penalty, or damages of whatsoever kind or nature arising out of, in connection with or incident to the work requested, except that caused by the direct sole negligence of Solutions Consulting Services, LLC, which negligence shall not be legally presumed but must be affirmatively established: such liability shall continue for a period of thirty (30) days from completion of work. Solutions Consulting Services, LLC shall not be liable in any event for incidental, special or consequential damages, or for loss of use, loss of profit/earnings, crew wages/shares, salvage, tug expenses, demurrage, loss of time, loss of freight, loss of charter and/or similar and/or substituted expenses or damages in excess of the cost of the survey. IN ADDITION Solutions Consulting Services, LLC SHALL NOT BE LIABLE TO CLIENT ON ANY LEGAL BASIS OTHER THAN NEGLIGENCE AS STATED ABOVE. LIABILITY TO CLIENT FOR BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF WARRANTY OF WORKMANLIKE SERVICE, STRICT AND/OR PRODUCTS LIABILITY, LIABILITY FOR BREACH OF WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER LEGAL THEORY OR BASIS FOR LIABILITY, AND LIABILITY (DIRECTLY OR INDIRECTLY) TO CLIENT'S INSURERS, ARE SPECIFICALLY AGREED BY CLIENT AND Solutions Consulting Services, LLC TO BE EXCLUDED. It is understood by Client that Solutions Consulting Services, LLC charges for services are based upon this limited liability understanding.
- 10. Indemnity:** While Solutions Consulting Services, LLC agrees to be liable to Client as set forth above, it does not agree to be liable for claims from third parties. Client agrees to indemnify, defend and hold harmless Solutions Consulting Services, LLC, its officers, agents, and employees, from and against all suits, claims, and damages of any kind or nature, by any third party, including attorney's fees that arise from are connected with, or are incident to the work requested. This indemnification obligation shall include but is not limited to, all claims against the Solutions Consulting Services, LLC by an employee or former employee of the Client, and Client expressly waives all immunity and limitation on liability under any Industrial Insurance Act, other worker's compensation act such as Alongshore and Harbor Workers Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the cause of claim.
- 11. Client's Documents:** Solutions Consulting Services, LLC specifically does not and will not accept any terms or conditions, or liability and/or accident and/or indemnity and/or insurance provisions, contained in any document issued by Client which pertains to the work being under taken, unless such are consistent with the terms and conditions set forth in this work order.
- 12. Notice, Claim, Time Limits and Suits:** The limited liability identified above shall apply only to negligence of Solutions Consulting Services, LLC actually discovered, within thirty (30) days from completion of work by Solutions Consulting Services, LLC, and for which written notice has been given to Solutions Consulting Services, LLC within the same period following completion of the work. Client must also commence suit on any claim or controversy arising under this work order or the work performed pursuant to the work order, within ninety (90) days from completion of work. If Client fails to do either then Solutions Consulting Services, LLC is discharged from all liability to Client on any basis.
- 13. Law and Venue:** The work performed by Solutions Consulting Services, LLC, this work order, and any report issued by Solutions Consulting Services, LLC shall be construed in accordance with general maritime law of the United States and the laws of the state of Michigan. Any action, claim, or suits between the parties must be brought in the state or federal courts located in Michigan.
- 14. Entire Agreement:** This work order constitutes the complete agreement between Solutions Consulting Services, LLC and Client, and may not be modified or altered except by a further written agreement, signed by both parties. Any clause in this agreement which is deemed prohibited or unenforceable shall be treated as having been severed and the remaining provisions shall remain in full force and effect.

**ACCEPTED:**

Please print name

Survey Client Signature

Date

**Please read, sign and fax to SCS, LLC Marine Surveying for survey scheduling. Fax: 1-866-604-2480**

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