

Pinnacle Marine Group

PRE-SURVEY INFORMATION / DIRECTIVES / AGREEMENT

NAME OF HIRING PARTY: _____

ADDRESS: _____

HOME: _____ CELL: _____

EMAIL: _____

DESCRIPTION OF THE VESSEL: _____

VESSEL'S LOCATION: _____

DATE SCHEDULED: _____

WILL OWNER BE PRESENT: _____

SERVICES TO BE PERFORMED/SCOPE OF SURVEY: _____

PRICE AGREED ON FOR SURVEY: _____

This marine survey is conducted without prejudice, solely for the use of the below signed purchaser. The undersigned marine surveyor bases it on his professional observations. This survey report is issued subject to the condition that the surveyor is not to be held liable for error of any kind. This includes any omission, negligence, inaccuracy, misrepresentation or misstatement in this report, or in his performance as a marine surveyor. The survey report represents a statement of observed conditions, and is neither a guarantee nor a warranty of the condition of the vessel, its hull, machinery, unforeseen or undetected damages or other conditions that may exist. No part of the survey report will be issued as an expressed or Implied "warranty" or "guarantee" of the "vessel's condition", the "vessel's value", the "vessel's replacement value" or the "cost of any repairs".

The survey report is subject to the following limitations. The Surveyor and or Surveyors do not diagnose but only report visible deficiencies. There will be no withdrawal of any shafting. There will be no opening of joiner work, paneling, void spaces, or tankage. There will no removals made or destructive testing undertaken. There will be no disassembly of engines, machinery, electrical, plumbing or other equipment; assessment thereof is limited to what is externally visible, or ascertainable from operation. The report does not contain a full inventory, and any items not mentioned, or items put aboard at a later date that would normally be included under insurance, should be listed and the list appended hereto. No liability can be accepted for errors, inaccuracies, or omissions that may occur. This survey or Corporation shall have no liability for consequential damages, no liability for personal 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 subject survey report and this pre-survey agreement signature. In no event shall the legal liability of this surveyor and this Corporation exceed the fee paid by the requesting party for this survey and report regardless of the claims or suits and regardless of the number of claims or whether under theory of tort, contract, products, outrage, or otherwise. Also, you agree to pay all legal costs for bill collection if required.

When the survey is completed and payment for services received, one copy of the survey report is sent to you – the person who commissioned the survey, through the US Postal Service or email. If an insurance company rejects the survey report because of the quality of the survey and the report, and they send a letter to that effect, a full refund will be issued to the survey purchaser within 30 days of receipt.

By signing below, the individual employing the services of the surveyor accepts the terms of performance and limitations and exclusions noted above.

Signed-----Date-----