

MARINE SURVEY WORK ORDER

This Agreement is entered into effective _____ day of _____ between _____ hereinafter called CLIENT, and Cole & Associates Marine Surveyors Inc., hereinafter called the SURVEYOR

1.0 Scope of Services (Work):

Survey will conduct a visual inspection of those parts of the vessel accessible without removal of fixed parts and the vessels hull, machinery, rigging, hardware, & equipment. At the conclusion of this visual inspection SURVEYOR will prepare & submit to (person requesting survey) a report of the vessels condition, fair market value, replacement value, and recommendations.

2.0 Consideration:

CLIENT shall pay SURVEYOR as consideration for WORK, in accordance with the billing rates set forth in exhibit attached hereto and made a part of this Agreement.

2.1 Indemnities:

- A. Any damage to or loss of SURVEYOR's property, regardless of the cause of or reason for said damage or loss, and regardless of whether same may arise from or as a result of the sole or concurrent negligence of CLIENT, its parent or any of their affiliated companies or co-ventures, or the officers, agents, or employees of any of them, shall be the loss of SURVEYOR, its underwriters, or insurers, and SURVEYOR hereby expressly relieves CLIENT, its parent or any of their affiliates companies or co-ventures, their officers, agents, and employees, if any, and their underwriters or insurers from any claim or responsibility from such damage or loss, and waives its right or rights of recovery, if any, against them. SURVEYOR hereby agrees that any insurance policy covering said property will be suitably endorsed to provide for this waiver of right of recovery
- B. CLIENT agrees to defend, indemnify, and hold SURVEYOR from and against any all claims, or causes of action by CLIENT's employees, their representatives, agents, heirs, beneficiaries, and assigns for injury to or death of CLIENT's employees, regardless of the cause or reason thereof and regardless of the sole or concurrent negligence of SURVEYOR. Any damage to or loss of CLIENT's property, regardless of the cause or the reason for said damage or loss and regardless of whether same may, arise from or as a result of the sole or concurrent negligence of SURVEYOR shall be the loss CLIENT, its underwriters or insurers and CLIENT hereby expressly relieves SURVEYOR from any claim or responsibility for such damage or loss, and waives its right of recovery, if any, against SURVEYOR. CLIENT hereby agrees that to the extent there exists an insurance policy covering the foregoing, it will be suitably endorsed to provide for this waiver of right of recovery.
- C. In no event shall either party be liable for consequential, special, or indirect damage of any nature arising at any time from any cause whatsoever, including without limitation, liability for loss of use of the WORK, loss of product or business interruption, whether arising in agreement, tort (including negligence) or otherwise.
- D. SURVEYOR hereby agrees to identify and hold CLIENT, its parent and its affiliated companies and Co-ventures and the officers, agents and employees of any of them harmless from and against any liability arising out of professional errors or omissions by SURVEYOR. The above SURVEYOR's indemnity shall be limited in total to the amount paid to SURVEYOR by CLIENT under the Request for Services under which the error or omission giving rise to liability occurs. CLIENT shall indemnify and hold SURVEYOR harmless from and against any such liability in excess of the amount indicated herein above regardless of whether same may arise from or as a result of the sole or concurrent negligence of SURVEYOR for each separate Request for Services executed under this Agreement.

2.2 Warranty:

SURVEYOR warrants that it has specific expertise which will be utilized in the conduct of the WORK, and SURVEYOR acknowledges that the CLIENT is entering into this Agreement in reliance upon such representations. SURVEYOR warrants that he will conduct the WORK in a good, workmanlike, and diligent manner, and that such WORK shall conform to generally accepted industry standards

If during the one (1) year period following completion or termination of SURVEYOR's WORK, it is shown that there is an error in the WORK as a result of those standards not having been met, and CLIENT has promptly notified SURVEYOR in writing of such error, SURVEYOR will re-perform his work at his sole cost, risk, and expense, as may be necessary within the original contract to remedy such error. Except as provided under herein in this Section 2.2, the above-provided warranty for the performance of corrective services shall constitute SURVEYOR'S and his affiliates sole liability with respect to any deficiency in the work or any information supplied to the CLIENT.

SURVEYOR AND CLIENT AGREE THAT, IN CONSIDERATION OF THE ABOVE EXPRESSED WARRANTY, ALL OTHER WARRANTIES AND GUARANTEES WHETHER EXPRESSED OR IMPLIED AND WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF TRADE INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS AGREEMENT.

2.3 Arbitration & Applicable Law:

Excluding only the right of SURVEYOR to institute suit for collection of fees or charges which may be due from CLIENT, any dispute or controversy arising under, out of, or in connection with or in relation to this Agreement or any amendment hereto or alleged breach of this Agreement, shall be determined and settled by arbitration under the Commercial Arbitration Rules of the American Arbitration Association

- (a) The demand for arbitration shall be initiated in accordance with the Commercial Arbitration Rules of the American Arbitration Association in the form existing at the time that the arbitration is initiated.
- (b) There shall be a single arbitrator who shall be an attorney and whose selection shall be made in accordance with the procedures then existing for the selection of such arbitrators by the American Arbitration Association.
- (c) The jurisdiction of the arbitrator, and the arbitrability or eligibility of any issue raised by the parties shall be decided by the arbitrator in the first instance
- (d) The venue of any arbitration shall be in the State of Florida, County of Bay, city of Panama City, and this Agreement shall be construed and governed by the Law of the State of Florida, excluding any Law that would operate to apply the Law of another jurisdiction and shall be conducted in accordance with the Laws of the State of Florida.
- (e) Notwithstanding any provisions of the Florida Statutes Annotated or the Commercial Arbitration Rules of the American Arbitration Association to the contrary, each party shall have all of the rights of discovery pertaining to civil litigation as provided in the Florida Rules of Civil Procedure. Any arbitration conducted under this agreement shall be conducted in accordance with the rules of evidence existing in the State of Florida at the time of the arbitration.
- (f) Insofar as possible, sufficient time shall be designated in consecutive business days to allow for completion of the arbitration proceedings without interruptions or adjournments.
- (g) The arbitrators shall award attorney's fees to the prevailing party.

2.4 Miscellaneous:

- A The failure of either Party hereto to enforce any one of its rights during the term of this Agreement shall not be deemed or construed to be a waiver on the part of such Party so as to preclude such Party from requiring the other Party at all times to fulfill all of its duties and obligations required hereunder.
- B The captions & headings of the Section of this Agreement are for convenience only and shall not be interpreted or construed so as to limit in any way or change the subject matter of any part of this Agreement.
- C No amendment, changes, or modifications to this agreement shall be valid except if made in writing and signed by a duly authorized representative of each of the parties.
- D All notices a other communications provided for in this Agreement shall be in writing and shall be deemed to have been given only if and when received by the party to whom given. **ALL HIGHLIGHTED AREAS MUST BE COMPLETED BY CLIENT.**

E Name: _____ To SURVEYOR: COLE & ASSOCIATES
MARINE SURVEYORS INC.
Address: _____ P.O. Box 730
Panama City, Florida 32402

A party may, at any time and from time to time, change its address upon written notice to the other party.

- F In the event any of the provisions contained herein are found to be violative of pubic law or policy, then this Agreement shall be read as if such provisions are excluded from this Agreement.
- G For purpose of the warranties & indemnities provided to SURVEYOR, "SURVEYOR" as used in this Agreement includes SURVEYOR, its parent, its subsidiaries, co-venturers and its and their affiliates, any other firms or individuals from whom SURVEYOR is acting in executing this agreement and all officers, directors, employees and agents thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day, month, & year first written above.

CLIENT: _____ COLE & ASSOCIATES MARINE SURVEYORS INC.
Signature: _____ By _____
Email: _____ Print Name _____
Phone#: _____ Title _____
Acceptance Date: _____ Date _____