

ULRICK MARINE INC.

Holland, Pennsylvania
Rock Hall, Maryland
Ocean City, New Jersey
215-416-9349

MARINE SURVEY AGREEMENT

Client/Agent _____

Address _____

Home phone _____ Work _____ Mobile _____

Email Address _____

Selling party/Broker _____

Vessel Location _____

Boat Name _____ Official Boat Number _____

Builder _____ Model _____ Year _____
Length _____ Draft _____
Engine(s) _____

Marina where vessel is to be short hauled _____

(NOTE: Arrangements for haul-out and payment for haul-out are the responsibility of the party contracting for the survey and not of the surveyor and are not included in the survey price.)

1) Purpose of Survey: Pre-purchase _____; Insurance _____; Damage _____;
Other _____

2) Boarding Authorization: Ulrick Marine Inc. is hereby authorized to board the above named vessel for the purpose of conducting a marine survey by non-destructive means and which survey may include a sea trial. It is agreed the surveyor shall be responsible only to leave the vessel in substantially the same condition as existed at the commencement of the survey and is not responsible for damage that reveals itself as a result of the inspection or sea trial.

Broker/Owner's name _____

Broker/Owner's signature _____

Date _____

Keys if necessary will be provided at _____

Combinations if necessary _____

3) If sea trials are to be conducted with Captain Charles Ulrick or Captain Kyle Ulrick on board, it is understood that he is not acting or functioning in any way under his U.S.C.G. Captain's License.

4) While conducting a marine survey, it may be necessary operate equipment, to open hatches, compartments, inspection plates, and other enclosures creating or exposing potentially dangerous conditions. The procedures attendant on a marine survey are inherently dangerous and expose those present aboard or around the vessel to these dangers. I, the undersigned client/agent understand the dangers I will be exposed to being aboard or around the vessel during the survey and I release Ulrick Marine Inc. and its principals and employees from any liability and responsibility for any injury I may suffer during the survey (including sea trial) regardless the cause and bind my heirs and assigns to this release.

5) The scope of the survey will include visual inspection of the electronics, engine(s), transmission, outdrives and generator(s) and will be powered up only during a sea trial. Assessment of the internal condition of these items and an in-depth survey of the AC/DC electrical, galvanic corrosion analysis is not part of this survey unless specifically agreed in writing in Paragraph 6. Conditions, problems and latent defects which are not open to view without the mechanical removal of decking, panels, coatings, joinery, sails and gear are beyond the scope of this survey unless specifically agreed in writing in paragraph 6. Storage tanks are inspected visually from the exterior and only to the extent possible. The stays, shrouds, spreaders, mast(s), sails and other equipment on sail boats with standing rigging will not be inspected higher than eye level on deck.

6) Client/Agent, Owner, Ulrick Marine Inc agree to the following additional inspections and further agree that any damage which occurs during the additional inspections, regardless of the cause of such damage shall not be the responsibility of Ulrick Marine Inc, its principals or employees and they will bear no liability for such damage.

Sea trial: Yes _____ No _____

Additional
Inspections _____

Client/Agent's signature _____

Owner's signature _____

Ulrick Marine Inc, by _____

7) Ulrick Marine Inc works solely for the client requesting the survey who may be the buyer, seller, broker, agent, or insurer, and is intended to provide the client with information with which to make an educated evaluation of the condition and value of the vessel. The report is intended for the exclusive use by client and may not be re-sold or relied upon by any other entity. Because the field of marine survey is not an exact science and because the survey report represents the surveyor's professional findings and opinions arrived at in the reasonable exercise of his professional judgement and the

totality of the information available, which is necessarily limited, Ulrick Marine Inc its principals and employees make no warranty, representations or promises. Client understands this disclaimer and agrees that Ulrick Marine Inc its principals and employees shall not be liable for any consequential or incidental or any other damages whether arising out of breach of contract, negligence, strict liability or otherwise arising out of any of the services provided. If any claim should be made and it survives this release of liability, client agrees the total damage shall in no event exceed ten times the total of all professional fees paid to Ulrick Marine Inc. with respect to this survey. Client further agrees to hold Ulrick Marine its principals and employees harmless and indemnify them for all claims made by third parties and arising from the survey and report.

Acceptance and use of this report by the client acknowledges the client's understanding and 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, ultrasonic's, cleaning or opening up to expose parts or conditions ordinarily noted visually.

Acceptance and use of this report acknowledges the client's understanding that no determination of stability or structural strength has been made and no opinion is expressed.

Acceptance and use of this report acknowledges the client's understanding the Ulrick Marine 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.

The Client hereby undertakes to keep the Surveyor/Consultants and its employees, agents and subcontractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or however arising which may be brought against them or incurred or suffered by them, and against and in respect of all cost, loss, damages and expenses (including legal cost and expenses on a full indemnity basis) which the Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

Notwithstanding the above clause, in the event that the Client proves that the loss, damages, delay or expense was caused by the negligence, gross negligence or willful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay, expense would probably result, the Surveyor's/Consultant's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of ten times the Surveyor's/Consultant's charges.

8) The price agreed upon for the survey and report is _____ and is payable at or before the time of the survey.

Client/Agent _____

Ulrick Marine Inc by _____

Date _____