



**Chesapeake Marine Surveyors (CMS), Capt. Richard Warren, AMS®**

**2412 Eugene Street, Silver Spring, MD 20902 Phone 240-472-5128**

Website: www.chesapeakemarinesurveyors.com - email: captrich853@gmail.com

Society of Accredited Marine Surveyors (SAMS),

**REQUEST TO SURVEY & TERMS AND CONDITIONS FOR SURVEY FORM** PLEASE PRINT CLEARLY

**NAME OF CLIENT/AGENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/ST:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**HOME PHONE:** \_\_\_\_\_ **WORK:** \_\_\_\_\_ **CELL:** \_\_\_\_\_

**EMAIL ADDRESS (WHERE REPORT OF SURVEY WILL BE SENT):** \_\_\_\_\_

**CURRENT SELLING PARTY/BROKER:** \_\_\_\_\_

**ADDRESS OF VESSEL LOCATION:** \_\_\_\_\_

**MARINA WHERE VESSEL IS TO BE SHORT HAULED:** \_\_\_\_\_

**SCHEDULED DATE AND TIME OF SHORT HAUL:** \_\_\_\_\_

**DESCRIPTION OF VESSEL TO BE SURVEYED: YEAR:** \_\_\_\_\_ **MAKE:** \_\_\_\_\_

**MODEL:** \_\_\_\_\_ **ENGINE TYPE:** \_\_\_\_\_ **VESSEL NAME:** \_\_\_\_\_

**SERVICES TO BE PERFORMED:** Pre-Purchase Survey , Insurance Survey , Damage , Other

**DATE & TIME SURVEY SCHEDULED: BUYER(S)/CLIENT WILL BE PRESENT - Yes No**

**INTENDED CRUISING AREA(s):** \_\_\_\_\_

**PRICE AGREED UPON:** \_\_\_\_\_ Per foot \_\_\_\_\_ Total Due: \_\_\_\_\_

**PAYABLE BY CASH, CHECK, MONEY ORDER OR IF PREARRANGED CREDIT CARD ON OR BEFORE THE DATE OF SURVEY: Please Initial:** \_\_\_\_\_

This contract is between Chesapeake Marine Surveyors (CMS), Capt. Richard Warren and Client/Agent listed above and whose signature shows below on page 2 of 2. The parties do not intend to include any third parties beneficiaries. Client/Agent requests CMS to undertake a marine survey (*The Work*) of the vessel designated in this *Request to Survey* form. While conducting a marine survey of a vessel and/or its machinery, it may be necessary for the attending surveyor to open hatches, compartments, inspection plates and the like; possibly including electrical enclosures containing energized circuits, safety guards and various other safety interlocks, devices and switches may be disabled during the course of the survey. The procedures are inherently dangerous and make movement around or presents aboard the vessel potentially dangerous. I, the undersigned client/agent, clearly understand the dangers inherent in being aboard or around the vessel while it is being surveyed, and by my signature below, certify that I release Capt. Richard Warren and Chesapeake Marine Surveyors from all liability and responsibility for my safety, without limits and without reservation and further agree that this release must apply fully to my estate and any of my heirs without limit or reservation. Electronics, engine(s), transmission/outdrive(s) and generator(s) will be inspected visually and will be powered up only during a sea trial. Assessment of the internal condition of these

components is not included, and a full-scale AC/DC electrical, galvanic corrosion analysis or a full-scale engine, transmission/outdrive and generator evaluation and analysis is not part of *The Work*. Storage tanks are inspected visually from the exterior, as sighted without disassembly, and are not tested by pressurization or filling to capacity. For such services, it is understood the Client/Agent must obtain the services of a marine specialist in the specific field required. The stays, shrouds, spreaders, mast(s) sails and other equipment on sail boats with stepped standing rigging will not be inspected higher than eye level above the deck. Conditions, problems and latent defects which are not open to view without the mechanical removal of decking, panels, coatings, joinery, sails, gear or personal effects are beyond the scope of *The Work*, unless noted in the CMS *Request to Survey* form. The marine survey report is not a Guarantee or Warrantee; either expressed or implied that defects, damage, failure, or structural faults do not exist, even if no evidence of them is found, because such problems can easily be undetectable behind non-removable or solid surfaces. Client/Agent should review the operation of all installed electronics and appliances with the owner, seller or broker.

Client/Agent agrees to use the utmost good faith in disclosing to CMS all he/she has learned about the vessel's condition, in providing information sought by CMS its employees and or representatives by completing this *Request to Survey* form. If sea trials are to be conducted with Capt. Richard Warren on board, it is understood and agreed upon he is not acting or functioning in any way under his U.S.C.G. captain license and forfeits all duties, privileges and responsibilities afforded that position.

The undersigned further understands and agrees, that the services listed above, be conducted by Capt. Richard Warren as the attending surveyor, will be performed to the best of his knowledge and abilities. Any report or reports furnished either oral or written will be accepted as his best judgment. Report of Survey will be emailed to client/agent as a PDF unless otherwise arranged. *Fee is payable in full prior to or at time of survey. The Survey report will not be released to customer until paid in full.*

**EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY:**

CHESAPEAKE MARINE SURVEYORS (CMS) AND CAPT. RICHARD WARREN, A.M.S., MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, NOR WARRANTY OF WORKMANLIKE PERFORMANCE UNDER CONTRACT OR TORT LAW, WITH RESPECT TO THE WORK AND PREPARING THE SURVEY REPORT. CMS AND CAPT. RICHARD WARREN, AMS SHALL NOT BE LIABLE FOR ECONOMIC LOSS OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES TO PROPERTY OR PERSON(S) ARISING FROM *THE WORK*; THE SURVEY REPORT; OR DEFECTS, DAMAGE, FAILURE, OR STRUCTURAL FAULTS OF THE VESSEL. CLIENT SPECIFICALLY RELEASES AND SAVES THEM HARMLESS FROM ANY LOSS OR CLAIM OF ANY KIND WHATSOEVER FOR DAMAGES TO PROPERTY OR PERSON(S) ARISING FROM *THE WORK* OR DEFECTS, DAMAGE, FAILURE, OR STRUCTURAL FAULTS OF THE VESSEL, OR USE OR RELIANCE OF ANY THIRD PARTY OR PARTIES ON THE REPORT OF SURVEY, ITS CONTENT, OR ITS FINDINGS INCLUDING ERRORS AND OMISSIONS. CLIENT RELEASES CMS AND RICHARD WARREN, AMS FROM ANY LOSS WHATSOEVER SUSTAINED IN EXCESS OF ACTUAL CHARGES FOR THE REPORT OF SURVEY ANY ACTION TO RECOVER TORT OR CONTRACT DAMAGES MUST BE COMMENCED WITHIN 30 DAYS OF THE DATE *THE WORK IS COMPLETED*.

CLIENT/AGENT SIGNATURE BELOW INDICATES I HAVE READ, UNDERSTAND AND IN COMPLETE AGREEMENT.

CLIENT/AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_  
Digital Signature / Signature

SURVEYOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Capt. Richard Warren, A.M.S.