

**STATELINE MARINE
SURVEYORS**

PARTIAL RELEASE OF LIABILITY FOR SURVEYOR

The undersigned, in consideration of the (Pre-Purchase Survey, Insurance Survey, Re-Insurance Survey, Appraisal, Consulting, Mechanical Inspection): _____
Dated: _____, **2019**, agrees to release **James T. Seith** the marine surveyor who performed the survey, from liability for negligence other than gross or willful negligence and for economic loss or damages resulting from the survey. This release pertains in particular, but is not limited to, liability for any discrepancies in the condition of the vessel noted in the survey or any discrepancies in mechanical, plumbing, electrical or electronic equipment, or in rigging or concealed by paneling, ceilings or other portions of the vessel that would require disassembly, removal or destructive testing to inspect. I understand that this is a hull survey only, unless the surveyor has specifically stated otherwise in the survey.

I further understand that my remedies against the surveyor lie solely in breach of contract theory, not in implied warranty or tort theory. I understand that the surveyor is not warranting the condition of the vessel or the accuracy of his report. If I claim any damages from the surveyor arising from this survey or as a result of it, I agree to binding arbitration of the dispute by an arbitrator who is a qualified marine surveyor and who shall be neutral and acceptable to both sides, under the Illinois Arbitration Act in the county in which the surveyor maintains his principal place of business.

The release shall be binding on my heirs, successors and assigns, including anyone with a present or future legal or equitable interest in the vessel surveyed. I agree to show this release to any person to whom I may sell or assign my interest in the vessel.

If any portion of this release shall be declared invalid by a court of law, that portion shall be servable and the rest of it shall remain valid and enforceable.

I fully understand that I am waiving my rights to sue the surveyor for ordinary negligence. Surveyor cannot be sued for more than the amount of the survey.

Vessel Make: _____ **Vessel Model:** _____

HIN#: _____ **Registration#:** _____ **Name:** _____

Vessel Year: _____ **Length:** _____ **Colors:** _____

(Sellers/Dealers) Name: _____

(Sellers/Dealers) Signature: _____

(Sellers/Dealers) Mailing Address: _____

PO BOX 241 WINTHROP HARBOR IL 60096
PHONE 847-942-5173 FAX 262-997-1000
E-MAIL: JSEITH@CHARTER.NET
WWW.STATELINEMARINESURVEYORS.COM

City: _____ State: _____ Zip: _____

Phone Number (Day): _____

FAX Number: _____

Point of Contact: _____

(Buyers) Full Name: _____

(Buyers) Signature: _____

(Buyers) Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Phone Number (Day): _____

Phone Number (Night): _____

Fax Number: _____

Credit Card Type: _____ Credit Card #: _____

Exp Date: _____ Security Code: _____

Billing Address and Zip if different than above: _____

Authorized Amount \$: _____ Date: _____

*** A receipt for your transaction will be emailed to you automatically***

This needs to be signed by both the Buyer and the Sellers/Dealers before the survey can take place. Please sign and email or fax it back to me at jseith@charter.net or 262-997-1000. Please give me a call anytime with questions at 847-942-5173, and thank you for your business.

The Full amount of \$ _____ will be paid before the physical part of the survey is started.

There is \$200.00 cancellation fee if the survey is completely canceled and not rescheduled less than 5 days from the scheduled survey date.

Once the Physical part of the survey starts there is a \$400.00 minimum. Please read "How to Prepare for a Survey" and go over the "Pre Survey Checklist" both located at www.statelinemarinesurveyors.com

Return trips are extra and can be prevented!