

JAMES IGOE MARINE SURVEY LLC

30 Mattapoisett Neck Rd., Mattapoisett, MA 02739

PRE- PURCHASE SURVEY AGREEMENT

Purchaser: _____ (Print Name)

Vessel: _____

The survey report of the vessel will be based on the visible, observable condition of the vessel at the time of the survey. Latent defects and any defects not to be found without opening or removal of structural members, planking or sheathing, breaking down any portion of the machinery and components, removal of wiring, plumbing, tanks, etc. are not covered in this survey. Moisture meter readings and percussion testing will be conducted on accessible areas of the hull, deck, cockpit and cabin soles, bulkheads and stringers and other structural members. It is to be noted that freezing temperatures may or will have an adverse impact with respect to the accuracy of testing results.

It is agreed between both parties hereto that the survey inspection of the above vessel will be made for the sole benefit of the purchaser, that the report neither warrants, expressly or implied the condition of the above vessel nor the quality of its parts. It is agreed to that James W. Igoe nor anyone working on his behalf shall be liable on any cause whatsoever beyond the timely rendition of the report as agreed. Furthermore, it is understood, that James W. Igoe Marine Surveyor, has not been requested to, nor had he conducted any tests requiring the operation of equipment or made any intrusive test of the hull, decking or any structural components. It is also should not be assumed that this report will identify all hazards or discrepancies to exist will appear at any time in the future. Also, you should be aware that any or all areas of hull, de-laminations, gelcoat blisters, fiberglass voids, structural deficiency or deteriorated fastenings, may not be determined by visual inspection, soundings and moisture meter testing, nor does this report preclude the appearance of them anytime in future or after this inspection.

The sea trial will be conducted with the following persons on board: Purchaser, Purchaser's Representative or Broker and surveyor. It is the recommendation of the surveyor that the purchaser retain a qualified engine mechanic with the proper qualifications in order to perform an evaluation of the vessel's propulsion systems as well as the performance of the generator and provide a written report as to findings and recommendations. The vessel shall be fully commissioned prior to the test at dockside and sea trial. The commissioning is the responsibility of the owner with arrangements made by the purchaser and broker. All required safety equipment must be on board. Bilge blowers if applicable shall be fully operational and the engine(s) will be in their fully cold state prior to start up. The seller or designated operator shall be responsible for the operation of the vessel. It will be to the discretion of the surveyor as to the safe weather conditions to conduct the sea trial. Seller or seller's agent is responsible for all risk with the trial run and the buyer shall pay the full agreed cost of the survey at the conclusion of the physical survey prior to receiving the report. The surveyor will provide the report within 5 business days after the survey.

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PRE- PURCHASE SURVEY AGREEMENT Continued

In addition, you should be fully aware that the safety of this vessel and its occupants is dependent on the state of preparation, experience and capability of all those on board, as well as the condition of the vessel. These factors and the safe navigation of the vessel are the sole responsibility of the seller or designated operator and not the surveyor.

The past history of the vessel is of extreme importance when considering a purchase. It is recommended that you utilize the Sellers Disclosure Form to gain any insight with respect to the history of repairs or knowledge of any problems. Also, you may try to gain information from boathistoryreport.com as an additional source of information.

It is understood that the purchaser was requested to be present during the survey. This agreement is to be interpreted under the laws of the State of Massachusetts for an agreed fee and any resultant litigation against the issuing party shall not exceed the cost paid to the surveyor regardless of the number of claims or suits and regardless of whether under theory of tort, warrant, products, outrage or otherwise.

This agreement is to be interpreted under the laws of the State of Massachusetts

James W. Igoe, AMS

Date:_____

Purchaser

Date:_____