

**Robert Newman Engineering LLC**  
**Agreement to Perform Engine Survey**

This agreement, made by and between Marine Engine Surveyor, Robert Newman Engineering LLC, (hereinafter referred to as "Marine Engine Surveyor") and \_\_\_\_\_ hereinafter referred to as ("Survey Purchaser").

**WITNESSETH:**

**WHEREAS**, Marine Engine Surveyor is engaged in the business of performing engine surveys; and **WHEREAS** Surveyor Purchaser is desirous of having an engine survey performed upon the named vessel; \_\_\_\_\_.  
**NOW THEREFORE** , in consideration of the mutual promises given and received herein Marine Engine Surveyor agrees to perform, and Survey Purchaser agrees to purchase, a marine engine survey with the following terms and conditions:

1. The engine survey shall be performed on the vessel \_\_\_\_\_.
2. Survey shall be performed within \_\_\_\_ days of the date of this agreement.
3. Said survey shall be performed at the following location: \_\_\_\_\_ with the vessel being afloat and / or hauled.
4. The fee for said survey, payable upon receipt by Survey Purchaser of a written marine engine survey report shall be at the rate of \_\_\_\_\_ per hour plus mileage and expenses or in the alternative, the sum of \_\_\_\_\_.
5. Survey Purchaser, if not the owner of said vessel, represents and warrants that he/she has obtained specific permission from the owner of said vessel during a engine survey at the location indicated, and that the owner understands that damage sometimes can and does occur to a vessel during an engine survey when test stresses are placed upon engine and vessel components in order to

**test their condition, and that the owner shall hold Marine Engine Surveyor harmless for any such damage which may occur. Survey Purchaser further agrees, as a specific condition of the marine engine survey being performed, that he will indemnify Marine Engine Surveyor from any and all actions, claims or demands made by the owner against Marine Engine Surveyor for any damages sustained by the vessel during the course of the marine engine survey as aforesaid. Such indemnification shall include all reasonable attorneys fees and costs which may be incurred by Marine Engine Surveyor in the defense of said actions, claims, or demands.**

- 6. It is further agreed and understood that the engine survey performed, and the engine survey report issued, in no way constitutes a warranty or a guarantee either expressed or implied of the condition of the engine or engines and drive system or drive systems. The marine engine survey report shall be a cursory inspection only and describes the condition of the machinery as observed by Marine Engine Surveyor at the time his marine engine survey is conducted, and may contain opinions or judgments of the Marine Engine Surveyor. This marine engine survey is not expressed or implied to be an insurance policy or warranty against future performance.**
- 7. The marine engine survey report issued is subject to the condition that it is understood and agreed that Marine Engine Surveyor shall under no circumstances whatsoever be held responsible in any way for any error in judgment default or negligence, or for any inaccuracy, omission, misrepresentation, or misstatement. Any claim for liability in this marine engine survey is limited to the amount charged for this marine engine survey. It is understood that the limit of the Marine Engine Surveyor's liability is the amount paid for this report.**
- 8. It is further agreed and understood that during the course of the marine engine survey, only those components or items which Marine Engine Surveyor can reasonably inspect under the conditions present at the time of the marine engine survey shall be inspected. Engines and drive components shall not be disassembled, bulkheads**

and partitions shall not be removed, and electrical systems shall not be tested, traced or analyzed unless specifically requested by survey Purchaser and an additional fee agreed upon therefore. Any system or component observed shall be observed under normal operating conditions or conditions as closely approximating normal operating conditions as possible. In any event, the conduct of the marine survey shall be at all times reasonable under the circumstances and no more.

9. It is agreed and understood that Survey Purchaser, by execution of this Agreement, obligates himself for the payment of the marine engine surveying services performed in the amount of the fee agreed upon herein, and that in the event Survey Purchaser fails or refuses to make said payment he shall be liable to Marine Engine Surveyor for all costs and expenses including reasonable attorneys fees, incurred by Marine Engine Surveyor in the collection of said debt. Furthermore, in the event that litigation becomes necessary; Survey Purchaser agrees that South Carolina courts shall be the proper legal forum and that the laws of South Carolina shall apply.

IN WITNESS WHEREOF, we have hereto set our hands the date first written above, in the city of \_\_\_\_\_ in the state of \_\_\_\_\_.

I (Survey Purchaser) give permission to share findings with broker and/or seller: Yes \_\_\_\_\_ Denied \_\_\_\_\_

Survey Purchaser: \_\_\_\_\_

Date \_\_\_\_\_

Marine Engine Surveyor:

\_\_\_\_\_ Date \_\_\_\_\_

Phone: 843-860-4405  
engineering.com

Email: robert@robertnewman