

# NAUTICAL SERVICE TECHNOLOGIES

MARINE SURVEYORS

PO BOX 881  
ESTERO, FL 33928-0881  
TELEPHONE 239.470.8468

## RETAINER AGREEMENT

This agreement does hereby acknowledge that NAUTICAL SERVICE TECHNOLOGIES, Inc., has been retained by:

NAME	
ADDRESS	
CITY, ST ZIP	
Email Address/Phone	

for the purpose of conducting a Marine Vessel Inspection and/or Consulting Services in accordance with customary and generally accepted marine survey practices; and issue a written Report to the above named individual or organization. The Report will include a description of the vessel, statements of condition of the vessel, observed at the time of the inspection and an opinion of value based on the condition encountered at the time of inspection.

### TERMS & CONDITIONS OF EMPLOYMENT

**Agreed Fees:** The inspection and report shall be conducted for an agreed fee. The fee shall be based on the current rate schedule. All fees and expenses shall be due upon completion of the inspection. All payments if unpaid when due, shall bear interest at the rate of 1.5% per month from the due date until paid plus cost of collection.

**Limited Report:** No part of the Report is issued as an expressed or implied warranty of the condition of the vessel, of the value of the vessel or the cost of any repairs. Unless specifically stated, the report is based on visual examination of the vessel only and is not to include inspection of areas normally concealed, requiring disassembly; or operation of machinery and systems. Any statements, recommendations, or conclusions are the opinion of the surveyor based on his level of skill, training, and expertise.

**Opinions:** The professional opinion of the surveyor can not be compromised in the performance of the survey or in the report of his findings. The Report will be issued without regard to such matters as finance or insurance. The surveyor reserves the right to terminate employment with full fees earned if requested to compromise his professional opinion.

**Indemnity:** The Inspection and Report are conducted and issued for the sole use of the party named above. The surveyor, it's agents or employees are not responsible to a third party and will be held harmless of any claims brought forth by any party other than the individual or organization named above.

**Best Efforts:** The surveyor will use his best efforts to conduct the Survey Inspection and issue the Report of Survey in a timely manor, however no warranty is made for time of completion.

**Termination:** The customer may terminate the inspection and survey by giving written notice to the surveyor. The customer will pay the surveyor for work completed to the point of termination, at the surveyor's normal hourly rate including expenses incurred and required for the surveyor to return to his office.

**Limit of Liability:** The above named party agrees that the surveyor, his agents or employees will not be liable for any claim, or loss or damages arising out of, in connection with or incident to the work relating to the Inspection or Report except, that caused by the direct sole negligence of the surveyor. Such negligence shall not be legally presumed but must be affirmatively established. Such liability shall continue for a period of sixty (60) days from completion of the work. The surveyor shall not be liable in any event for any loss, cost, penalty, or damages in excess of the aggregate sum of **\$1,000.00 for property damage and \$2,500.00 for personal injury or death.** The surveyor shall specifically not be liable for incidental, special, or consequential damages; nor loss or use, loss of profits/earnings, crews wages/shares, salvage, tug expenses, demurrage, loss of time, loss of freight, loss of charter and/or similar and/or substituted expenses. It is understood that the surveyor's charges are based upon this limited liability undertaking.

**Law and Arbitration:** The work performed and any report issued by the surveyor shall be construed in accordance with general maritime law of the United States. Any dispute arising out of this agreement shall be resolved through binding arbitration conducted in Lee County, Florida, USA. An independent arbitrator mutually agreed upon or a third arbitrator chosen by an arbitrator appointed by each party shall conduct such arbitration. The decision of two or more arbitrators will be binding.

Yachtsman   
Shipwright   
Master Mariner

**Agreed & Accepted;**



Nautical Service Technologies, Inc.

Customer Signature:

Date:

# Nautical Service Technologies, Inc.

Marine  Surveyors  
www.boatcheckers.com

## CREDIT AUTHORIZATION FORM

AMERICAN EXPRESS

VISA

MASTERCARD

Cardholder Name:
Account Number:
Expiration Date:
File Signature:

This account is to be used exclusively for payment of fees incurred from the Marine Survey Retainer Agreement between Nautical Service Technologies, Inc and myself.



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## INSTRUCTIONS

1. Print this document on your computer's printer.
2. Fill in your Name & Address in the appropriate spaces on the Retainer Agreement.
3. Sign and date the retainer agreement (bottom right corner).
4. Circle the type of card you intend to use on the Credit Authorization Form.
5. Fill in your Name, Account Number & Expiration Date and Sign the Credit Authorization Form.
6. Fax both the Retainer Agreement and Credit Authorization forms to our office at **239.337.5175**.
7. We will confirm receipt of your retainer.
8. Call if you have additional questions.