

**STATELINE MARINE  
SURVEYORS**

**PARTIAL RELEASE OF LIABILITY FOR SURVEYOR**

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The undersigned, in consideration of the: \_\_\_\_\_ **Dated:** \_\_\_\_\_, **2012** 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:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

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PO BOX 891 LAKE GENEVA WI, 53147  
PHONE 847-942-5173 FAX 262-279-0009  
E-MAIL: JSEITH@CHARTER.NET  
WWW.STATELINEMARINESURVEYORS.COM

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](mailto:jseith@charter.net) or 262-279-0009. Please give me a call anytime with any 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 no refund. Please read "How to Prepare for a Survey" and go over the "Pre Survey Checklist" both located at [www.statelinemarinesurveyors.com](http://www.statelinemarinesurveyors.com)**