

The following information has been provided to help our clients determine the most appropriate services to meet their needs. Once a quote has been accepted an invoice will be sent, and payment is due prior to the scheduled inspection.

Services Provided

Pre-Purchase Surveys

Our most comprehensive inspection of the vessel, most often including out of the water (hull bottom and underwater gear), in the water (dockside testing of static systems, AC and DC electrical systems, hull piping and tankage, safety equipment, rigging and spars, decks and superstructure, hull interior and below deck structural components, cockpits, helms and navigation equipment, cabin interiors, galley and head systems, as well as visual inspection of propulsion engines and related systems).

Every effort is made to confirm operation of onboard systems, however, surveyors will not connect batteries or perform any repair or recommissioning work in order to perform such testing. As such, items will be tested only where power is available to do so. Arrangements should be made in advance with the current owner and/or yacht broker to ensure batteries are fully charged and shore power is provided prior to the surveyor's arrival. Sailboat rigging is inspected from the deck only. Sails will be unfolded only if sufficient assistance and space is provided for such a task.

On all pre-purchase surveys, equipment not present for the inspection cannot be evaluated for condition or value. While non-essential gear should be removed from the vessel to ensure free access for the surveyor to inspect all compartments, required safety gear should remain onboard or with the vessel for inspection. Safety equipment not present for the survey will be identified as absent and non-compliant as if the vessel were ready to embark on a voyage, even in cases where the vessel is being stored in winter lay-up. The reason behind this approach is to ensure the prospective purchaser is clearly aware of any and all deficiencies needing attention prior to making a purchasing decision.

Pre-purchase surveys include a valuation, or appraisal, of the vessel's fair market value. The value may not reflect extreme fluctuations in value caused by unusual market conditions.

Full pre-purchase surveys also include wait time for haul & launch of the vessel, and *Sea Trial* (which includes operational testing of onboard systems and performance of the vessel while underway). Full pre-purchase surveys are strongly recommended when purchasing a vessel. Expensive repairs are often identified during all three portions of a full pre-purchase survey; in the water, out of the water, and during sea trial. Full pre-purchase surveys are priced specifically for same day service.

A basic in-water or out-of-water pre-purchase survey is sometimes chosen as an option where the full survey is not required or not practical. The inspection will extend to as much of the vessel as is reasonably possible.

Basic pre-purchase surveys on vessels inspected in the water only will not be evaluated for the condition of items not accessible (such as wetted surfaces of the hull, topsides, underwater gear, outdrives, transom, and so forth), however items that can be operated in the water (such as shore power systems, generators, water and sanitation systems, appliances, air conditioners and so forth) will be tested (propulsion engines excepted).

Conversely, a basic pre-purchase survey on a vessel inspected out of the water limits the surveyor's ability to evaluate the operation of onboard systems and tends to be primarily about structural integrity and visual inspection of onboard systems that may not have power to operate (or not safe to operate out of the water).

Insurance Surveys

Insurance surveys are typically completed out of the water when an insurer requests a survey for a new insurance policy, or for renewal of an existing policy. An insurance survey is a basic survey designed to establish seaworthiness of a vessel so that an insurer can determine if issuance of an insurance policy is an acceptable risk. An insurance survey is not a guarantee of insurability, as the final decision will ultimately rest with the underwriter.

An insurance survey on a vessel inspected out of the water limits the surveyor's ability to evaluate the operation of onboard systems and tends to be primarily about structural integrity and visual inspection of onboard systems that may not have power to operate (or not safe to operate out of the water). As such, it is not a requirement of the insurance survey that batteries are connected, nor are engines typically started as a part of an insurance survey.

Critical safety equipment (such as bilge pumps and navigation lights) is routinely tested during an insurance survey, where power is available to do so. Other onboard systems such as heating and cooling systems, complex navigation systems and entertainment electronics are not tested as part of an insurance survey.

On all insurance surveys, equipment not present for the inspection cannot be evaluated for condition or value. While non-essential gear should be removed from the vessel to ensure free access for the surveyor to inspect all compartments, required safety gear should remain onboard or with the vessel for inspection. Safety equipment not present for the survey will be identified as absent and may be noted as a watch item, especially in situations where gear may have been removed from the vessel for winter storage.

Insurance surveys include a valuation, or appraisal, of the vessel's fair market value. The value may not reflect extreme fluctuations in value caused by unusual market conditions.

Insurance surveys may be partially completed in the water, however, this is generally an interim measure for mid-season renewals (to avoid the cost of a mid-season haul out), and a bottom survey is typically required after fall haul-out. This approach may satisfy the insurer in some situations. Vessel owners should verify with the insurer as to which approach is acceptable. Splitting the inspection into two parts is slightly more expensive in terms of survey cost, but typically far less costly than a mid-season haul out.

Sea Trial

The Sea Trial is an often-overlooked service where the surveyor attends the vessel during a test run away from the dock in open water. The surveyor does not captain (or operate) the vessel, but spends time onboard inspecting structures and machinery. The benefit to the boat buyer is that the surveyor is able to evaluate the vessel in a dynamic state, in the water while underway. Deficiencies are often identified during a Sea Trial that cannot be seen during an out-of-water inspection or while moored. The Sea Trial is also an excellent opportunity for the seller or broker to provide the buyer with a helpful orientation to the vessel.

A sea trial is included in a full pre-purchase survey, but may be scheduled as a separate service if requested.

Ultrasonic Testing

This specialized form of non-invasive testing provides information on the thickness (and condition relative to new) of many hull substrates, as well as coating thickness. Time required for ultrasonic testing can vary widely depending on the type and condition of vessel. Such testing is not included in our standard survey rates, but can be quoted separately and specifically once an out-of-water inspection has been completed.

Hull Bottom Survey

An inspection of the hull bottom, transom, topsides, underwater gear and thru-hulls from the exterior of the vessel only, with the vessel hauled out of the water. A bottom survey is typically conducted when an in-water inspection has already been completed, or may be scheduled at a future date. The surveyor does not board the vessel during a bottom survey. All inspection work is completed from the ground. A valuation is not included as a part of a hull bottom survey.

Oil Analysis

Oil samples are optional and can be taken from propulsion engines and generators, in order to evaluate the condition of the oil. An oil analysis will provide information on contaminants such as fuel, coolant and foreign debris. Oil condition that can provide insight into existing or developing problems with the engine. Oil analysis is most commonly performed on diesel engines, but can be beneficial with gasoline engines, transmissions and gear boxes as well.

Limitation of Liability

Acceptance and use of a marine survey report by the client acknowledges the client's understanding that the report will be composed of information that is believed to be true after reasonable investigation and inquiry but is not warranted to be so. The information will be obtained without drilling, diving, ultrasonics, cleaning or opening up to expose parts or conditions ordinarily concealed. There will be no tests for tightness or soundness conducted other than the conditions noted visually. Acceptance and use of the survey report acknowledges the client's understanding that no determination of stability or structural strength will be made and no opinion expressed. Acceptance and use of the survey report acknowledges the client's understanding that Lewis Martin & Associates Ltd. (Marine Surveys Canada) does not accept any responsibility for damage or deterioration not found or discovered during the course of survey, nor for consequential damage, deterioration or loss due to any error or omission. The Client hereby undertakes to keep the Surveyor/Consultant and its employees, agents and subcontractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the services under these Conditions. Notwithstanding the above clause, in the event that the Client proves that the loss, damage, delay or expense was caused by the negligence, gross negligence or wilful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's/Consultant's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Surveyor's/Consultant's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum equal to the Surveyor's/Consultant's charges.

Terms and Conditions of your Marine Survey

Lewis Martin & Associates Ltd. (Marine Surveys Canada) and its associates provide marine surveys according to the following terms and conditions. In order to appreciate the limitations of a marine survey, it is imperative to understand what the Marine Surveyor is looking for. A Marine Surveyor will be inspecting & evaluating the condition of your boat against a specific set of standards. Even though a boat may appear safe to launch, please keep in mind that a Marine Surveyor is skilled at looking beyond cosmetic presentation. Structural problems or hazardous items identified with fuel or electrical systems onboard the boat can result in the Marine Surveyor finding the boat unsafe to launch or insure. A MARINE SURVEY IS NOT A GUARANTEE OF INSURABILITY.

Deficiencies identified in the Marine Survey Report are based on the knowledge & experience of the Marine Surveyor, along with accessibility at the time of the physical inspection. Lewis Martin & Associates Ltd. (Marine Surveys Canada) shall not, under any circumstances, be held liable for deficiencies not identified due to limited

access, as a result of either vessel design or equipment installed on or in the vessel after manufacture. *Clients are encouraged to remove all belongings and non-fixed chattels in preparation for the marine survey, in order to allow full access for the Marine Surveyor.*

Should repairs be required to correct deficiencies prior to launch, such repairs are the responsibility of the vessel owner. A follow-up inspection may be required to render the boat seaworthy. The cost of a follow-up inspection shall be borne by the client.

Payment for services is due prior to the surveyor arriving onsite for the survey.

The Marine Survey Report may take up to three (3) business days to be completed, although the report is typically generated within 24 hours. The report will be attached to electronic mail and presented in PDF format. Requests for alternate formats (including printed copies) will be subject to a document fee.

Bookings made with a Marine Surveyor are binding upon the client, based upon acceptance of the terms outlined in this agreement. Cancellation of a booking must be made 24 hours prior to the date and time of the booking. Should a cancellation be necessary within 24 hours of the scheduled booking, a cancellation fee of 20% of the quoted fees shall apply. Cancellation fees must be paid in full prior to re-booking the Marine Surveyor. Lewis Martin & Associates Ltd. (Marine Surveys Canada) reserves the right, at the discretion of a Marine Surveyor, to postpone or cancel a booking based on weather conditions, scheduling conflicts, or other unforeseen circumstances. Lewis Martin & Associates Ltd. (Marine Surveys Canada) acknowledges, however, that services will not be unreasonably withheld.

Lewis Martin & Associates Ltd. (Marine Surveys Canada) will not, under any circumstances, divulge information to a third party without the written consent of the client. Further, Lewis Martin & Associates Ltd. (Marine Surveys Canada) offers no guarantees or warranties to any third party to this agreement.

Lewis Martin & Associates Ltd. (Marine Surveys Canada) is committed to providing competent and professional services to the marine industry. Should a conflict or dispute arise with any of the services provided by Lewis Martin & Associates Ltd. (Marine Surveys Canada), please contact us by e-mail clientservices@marinesurveyscanada.com

Confirmation of the booking e-mail constitutes acceptance of the terms & conditions contained herein, and therefore will be considered by Lewis Martin & Associates Ltd. (Marine Surveys Canada) as acknowledgement by the client of the existence of a contract between the client and Lewis Martin & Associates Ltd. (Marine Surveys Canada), according to the limitations of federal & provincial law. By agreeing to the terms & conditions of the contract, you agree to receive periodic newsletters and technical bulletins via email. You may unsubscribe from this mailing list at any time.

The standard terms and conditions contained in this document are effective as of October 1, 2021.

Signed,



Timothy J.S. Martin
Director, Eastern Operations



Tyler Lewis
Director, Western Operations