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## Request for Marine Survey

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Blue Water Marine Services provides Marine Surveys according to the following **Terms and Conditions**.

Blue Water Marine Services will inspect and evaluate the condition of the Vessel against the accepted industry and government standards. Although 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 hazards identified with the Vessel's structure, fuel, mechanical and propulsions systems, or electrical systems may result in the Marine Surveyor finding the boat unsafe to launch or insure.

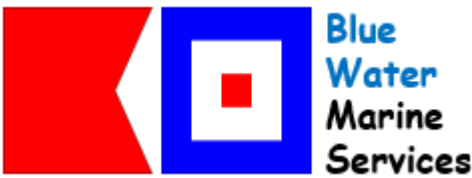
**A MARINE SURVEY IS NOT A GUARANTEE OF INSURABILITY.** Deficiencies identified in the Marine Survey Report (the "Report") are based on my knowledge and experience, along with accessibility at the time of the physical inspection. Blue Water Marine Services shall not, under any circumstances, be held liable for deficiencies not identified due to blocked or limited access. Where access is restricted by fixed panels, linings, locked or sealed compartments no physical examination will be possible. In some cases, it may not be possible to detect latent hidden defects without destructive testing which will not be in scope of this Survey.

The vessel should be prepared for survey with compartments unlocked, stores and excess equipment removed and maximum access to all areas of the vessel provided. Locked compartments or lockers will not be inspected. Arrangements have been previously made to provide Geoffrey Wright with boarding access for the purpose of conducting the marine survey.

Engines, machinery and equipment may be inspected while operating only when the owner, owner's representative, Captain or Broker is present to operate it. Fixed parts, joinery or fasteners will not be removed nor will any destructive testing be performed without written consent of the owner. In cases where the condition of engine/s is critical it is recommended that a qualified marine mechanic be engaged for a separate mechanical survey. The Surveyor will not drive or operate the vessel during a sea trial if a sea trial is requested or required. Unless otherwise agreed, oil and fuel samples will not be taken for analysis.

Sailing vessel spars & rigging will be visually inspected from the deck level only. The sails will be inspected as found. The Surveyor will not unfurl or hoist sails. Furled or bagged sails will not be inspected unless other arrangements are made. Further inspection by a qualified rigger or sail maker may be recommended.

Determination of inherent design and stability characteristics is beyond the normal scope of a marine survey. The survey report is not to be considered an inventory or a warrantee, either specified or implied and will not express or guarantee the future condition of the vessel.



The client is encouraged to attend the survey and verbal consultation may be provided. Payment is due at the time of inspection unless other arrangements have been made. Notice to cancel this survey must be received three days prior to the survey or the entire survey fee will be due and payable.

In the event that this surveyor is called upon, after rendering a Marine Survey Report, to explain, modify or supplement the report, or its contents, or should the surveyor be called upon to render expert advice, testimony or to provide survey expertise in any dispute in litigation (or not), the surveyor will be compensated by the client in accordance with the fees customarily charged in the surveying industry.

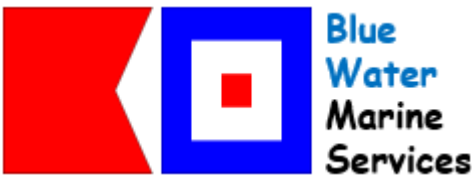
Acceptance and use of the report by the client acknowledges the client's understanding that the report has been composed of information that is believed to be true after reasonable investigation and inquiry but is not warranted to be so. The Information was obtained without drilling, diving, ultrasonics, cleaning or opening up to expose parts or conditions ordinarily concealed. There were no tests for tightness or soundness conducted other than the conditions noted visually.

Acceptance and use of this report acknowledges the client's understanding that no determination of stability or structural strength has been made and no opinion expressed.

Acceptance and use of this report acknowledges the client's understanding that Blue Water Marine Services does not accept any responsibility for damage or deterioration not found or discovered during the course of survey, nor or consequential damage, deterioration or loss due to any error of omission.

The client hereby undertakes to keep the Surveyor/Consultant and its employees, agents and sub-contractors 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 willful 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/Consultant's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of ten times the Surveyors/Consultant's charges.



The Report provided by Blue Water Marine Services shall be billed according to the current fee schedule found at [bluewatermarineservices.ca](http://bluewatermarineservices.ca) at the time I physically inspect (or re- inspect) the Vessel. The Report will not be released until all charges are paid in full. Payment is due at the time of the inspection of the Vessel. Alternative payment arrangements can be made upon request. Preferred methods of payment are eTransfer, cheque, or cash. Payment by credit card is subject to an additional 4% fee.

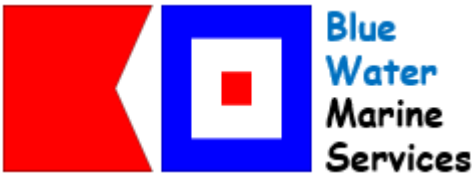
Once a date for the Survey is agreed, the commitment to obtain the Survey is binding upon the Client, based upon acceptance of the terms outlined in this document. Cancellation of a booking must be made at least 24 hours prior to the date and time of the booking. Should a cancellation be necessary within 24 hours of the scheduled booking, a cancellation fee of \$150.00 shall apply (at the discretion of Blue Water Marine Services). Cancellation fees must be paid in full prior to re-booking your Survey. Blue Water Marine Services reserves the right to postpone or cancel a booking based on weather conditions or other unforeseen circumstances. Blue Water Marine Services acknowledges, however, that services will not be unreasonably withheld. Once a confirmation email is received by the Client, he/she agrees to accept the Terms and Conditions contained, and therefore will be considered by Blue Water Marine Services as acknowledgement by the Client of the existence of a contract between the Client and Blue Water Marine Services, according to the limitations of federal and provincial law.

Should repairs be required to correct deficiencies found in the Report, such repairs are the responsibility of the Vessel owner. An additional Marine Survey may be required to render the boat seaworthy (additional fees may apply). The Report may take up to ten (10) business days to be completed (following the day of inspection). The report will be sent to the Client via email and presented in PDF format. Requests for alternate formats (including printed copies) may be subject to an additional fee. The Report will not be shared with any third party without express written consent by Client, however Blue Water Marine Services reserves the right to use the Report (with all Vessel and Client specific information deleted) as a sample of its work unless otherwise informed in writing.

## Preparing for the Survey & Next Steps

The Vessel should reasonably clear so that lockers and hatches can be accessed for internal inspection. Additional time required to disassemble or to move boat contents during the physical inspection shall be billed according to the rate of \$95 per hour. Below deck should be tidy so storage lockers, batteries, engine, pumps, etc can be readily accessed. The bilge(s) should be reasonably clean. Please **DO NOT** wash the topsides the day of the inspection. I will require a copy (paper or electronic) of the Vessel's registry documents at or before the time of inspection.

If the vessel has been sitting in water long enough to acquire marine growth below the waterline, then a thorough assessment of bottom condition is not possible without a power wash at haul-out for survey.



## Vessel Information

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Vessel Name (the "Vessel"):

Sail / Power (circle one)

Vessel Manufacturer and Model:

Year Built:

Length Overall:

Vessel Location (club or marina):

Intended Use of Vessel: Inshore Cruising \_\_\_ Coastal Passage-Making \_\_\_  
Ocean Passage-Making \_\_\_ Other: \_\_\_\_\_

Intended Cruising Area: \_\_\_\_\_ Unknown \_\_\_\_\_

Type of Survey Requested (circle one): Pre-Purchase / Condition & Value (i.e. Insurance)

If Pre-Purchase, do you have previous boating experience? Yes / No (circle one)

Client Name:

Client Phone:

Client Email:

I have read and hereby agree and consent to the terms and conditions of this agreement.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_