



INFORMATION, TERMS, AND CONDITIONS

EFFECTIVE SPRING 2026

CONTRACT & ACCEPTANCE

The following terms and conditions apply to all services offered by St. Clair Survey and its associates and sub-contractors. Please note that this document, along with the vessel information form supplied to you, form the agreement for services. Execution, including signing of the booking form (electronic or otherwise), or approval by electronic mail acknowledgement, constitute acceptance of the terms & conditions contained herein and therefore will be considered by St. Clair Survey, and its sub-contractors, as acknowledgement by the client of the existence of a contract between the client and St. Clair Survey, and its sub-contractors, according to the limitations of federal & provincial law.

FEES FOR TYPICAL CONDITION & VALUATION SURVEYS / MOST ASSIGNMENTS

Fees are generally quoted according to the fee schedule below, or sometimes as a flat rate. Flat rates will be quoted on a case-by-case basis and, where quoted, pricing will be contained in the body of the booking information email sent to you. Flat rate quotations will specify the scope of work to be completed.

Vessel LOA < 25' (minimum fee applies)	\$ 500.00
Vessels 26' and < 30' LOA	\$ 22 / ft.
Vessels 30' and < 40' LOA	\$ 23 / ft.
Vessels 40' and < 43' LOA	\$ 24 / ft.
Vessels 43' and greater	Please ask for quote
Vessels built prior to 1995	add \$1/foot
Pre-Purchase Surveys	add \$2/foot
Oil / Fuel Sample Analysis	Priced upon request
Commercial Surveys	Please ask for quote

Condition and Valuation Surveys are billed on a per-foot basis with the manufacturers' model designation used as the basis for the vessel's length. For example, a Sea Ray 310 will be taken as a 31' vessel regardless of the vessels actual measured length. In cases where the length cannot be deduced from the manufacturers model designation, a measurement may be taken.



INVOICING & PAYMENT TERMS FOR FLAT RATE WORK

An invoice will be sent prior to the scheduled date of service. Payment is due upon receipt of an invoice and a minimum of 24 hours prior to my scheduled arrival. Non-payment of an invoice may result in postponement of scheduled work.

TRAVEL EXPENSES

Travel expenses may apply depending on the location of the survey. Travel fees will be quoted on a case-by-case basis. The home base for St. Clair Survey is Port Lambton, ON. Typically, travel expenses do not apply to locations within Southwestern Ontario including London area, Windsor-Essex, Sarnia-Lambton, Chatham-Kent. For long-distance surveys, travel rates are determined in accordance with the National Joint Council (NJC) - [Rates & Allowances](#)

INVOICING & PAYMENT CONTINUED

Payments options are as follows:

- Cash
- Major Credit Cards
- Interac E-Transfer: mike@stclairsurvey.com
- EFT or Wire: Info available upon request

13% Ontario Harmonized Sales Tax (HST) will be applied to all services.

BOOKING & SCHEDULING

Work is not assigned or scheduled until we have received the supplied vessel information form, fully completed. Failure to fully complete the vessel information form may result in service delays. Assistance with completing the booking form can be obtained by replying to the booking email, or by phone at 519-331-5042.

The fee does not include any boatyard or marina costs, which are the sole responsibility of the client. The client understands that no survey findings will be discussed or report forwarded until all fees are paid in full.

REPORTS

Reports are forwarded to the client by email in a secure PDF format once payment has been received. Printed copies may be mailed out by request only. A verbal report will be offered upon completion of the inspection, followed up with the formal written report. All attempts will be made to have my reports delivered to my client in a timely manner. If there is a known deadline to meet, please advise me at the time of the booking so I can ensure your needs are met.



CONFIDENTIALITY

St. Clair Survey will not, under any circumstances, divulge information to a third party without the written consent of the client. Further, St. Clair Survey offers no guarantees or warranties to any third party to this agreement.

POSTPONEMENT AND CANCELLATION

St. Clair Survey reserves the right, at the discretion of the Surveyor/Consultant, to postpone or cancel a site visit based on weather conditions, scheduling conflicts, or other unforeseen circumstances. St. Clair Survey acknowledges, however, that services will not be unreasonably withheld. Cancellation of a booking by a client must be made a minimum of 24 hours prior to the scheduled date of commencement of work. Should a cancellation be necessary within 24 hours of the scheduled booking, a cancellation fee of 50% of the quoted fees shall apply.

TERMINATION

This agreement may be terminated by either party at any time upon written notice to the other party. Outstanding amounts owed to St. Clair Survey shall be remitted immediately upon termination. Terms & conditions of this agreement, with respect to work completed, shall remain in effect beyond the expiry or termination of this agreement, according to the limitations of law.

CONFLICT RESOLUTION

St. Clair Survey 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 St. Clair Survey, please contact me by e-mail- mike@stclairsurvey.com or by phone 519-331-5042.

LIMITATION OF LIABILITY

Acceptance and use of any report, verbal or written, 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, cleaning or opening up to expose parts or conditions ordinarily concealed, unless conducted by a third party contracted by the Client to do so. There will be no tests for tightness or soundness conducted other than the conditions noted visually. Acceptance and use of a consultation report acknowledge the client's understanding that no determination of stability or structural strength will be made and no opinion expressed. Acceptance and use of a consultation report acknowledge the client's understanding that St. Clair Survey does not accept any



responsibility for damage or deterioration not found or discovered during the investigation or inspection, nor for consequential damage, deterioration or loss due to any error or omission. The Client hereby undertakes to keep St. Clair Survey 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 ten times the Surveyor's/Consultant's charges.

BOARDING AGREEMENT

St Clair Survey assigns Michael K. E. Brown, Surveyor Associate, so designated by the Society of Accredited Marine Surveyors (SAMS), to perform the survey on the vessel;

The client, if not the owner of the subject vessel, represents and warrants that he/she/they has/have obtained specific authorization from the legal owner of the vessel for the survey to be carried out;

It is understood that no portion of the vessel will be examined that requires removal of structures, parts or equipment. No engines or machinery will be disassembled for evaluation. No test borings of the hull or superstructure will be made, nor will any machinery or equipment be operated. Only readily accessible and areas cleared of stowage items will be inspected. The client fully understands the potential for errors and inaccuracies resulting from the inability to evaluate portions of the vessel due to these as well as any other limitation of inspection.

The client assumes responsibility for any damage inadvertently done to the vessel during the course of the survey inspection;



The client is responsible for making any and all arrangements for hauling and/or launching the vessel to facilitate the survey and is solely responsible for all associated marina/boatyard costs;

The surveyor will endeavor to exercise his best judgment and to follow accepted professional standards and practices in the performance of the survey. St Clair Survey will provide a detailed report describing the condition of the vessel, as observed by the attending surveyor within a reasonable time frame, depending upon the current workload. All efforts are made to get survey reports out within ten working days from the date of inspection. A verbal consultation will be offered upon completion of the inspection. The survey report will not express or imply warranty, or guarantee of the condition of the vessel. It is only the opinion of the surveyor based on his limited visual inspection and tests performed. St Clair Survey nor its surveyors shall, under any circumstances whatsoever, be held responsible for errors in judgment, or for any inaccuracy, omission or misstatement that may result from any identified or unidentified limitations of inspection.

The client agrees to pay the fee for the cost of the survey, plus any travel expenses (if applicable) and HST.

It is understood that the client has reviewed the design and construction of the boat, and has determined its suitability for his/her intended purposes, and is familiar with the boat's cosmetic condition. The surveyor makes no determination of seaworthiness, or evaluation of stability and handling characteristics. Independent of the primary survey, St. Clair Survey recommends that the client consider contracting the services of qualified specialists to carry out expert inspections of rigging, sails, machinery and electrical systems. The Client understands that the cost of such inspections is not included as part of the primary survey. By filling out the vessel information form and submitting, you agree and consent to the above terms and conditions. I have read and understand the terms of the service agreement. I have obtained specific permission from the legal owner of the subject vessel, or his agent, for the purpose of conducting a marine survey at the location noted above. I hereby authorize St. Clair Survey to process survey fees in the amount of to the credit card account provided above. I understand that St. Clair Survey will retain personal information on file for the sole purpose of future contact, unless I provide a request in writing to the contrary. Survey reports remain the property of St. Clair Survey and are retained indefinitely for the purpose of carrying on normal day-to-day business operations. St Clair Survey agrees that reports will not be forwarded to any third party without my express written consent.



SCOPE OF SURVEY

The purpose of a marine survey inspection is to determine, insofar as possible within the limitations of visual and physical accessibility, through non-invasive and non-destructive means, the subject boat's structure, systems, cosmetics, and levels of compliance with currently applicable federal law and commonly accepted industry standards and practices.

Certain parts of the boat's structure, systems and equipment can only be inspected after removing flats, bulkheads, joinery, headliners, tanks, etc. This would be prohibitively time consuming, potentially destructive, and costly to restore. Components requiring access with tools or by disassembly will not be inspected. Where dirt, marine growth, coatings build-up or corrosion obscured the surveyor's ability to inspect, this limitation will be noted in the report. Conditions suspected or discovered using non-destructive methods may be further subject to invasive testing for confirmation. No invasive or destructive methods are utilized during the inspection without the expressed permission of the boat's owner or owner's representative. Complete inspection of machinery, plumbing, electrical systems and available equipment can only be made by disassembly or by continuous operation. This has not been done, but may be recommended. No mechanical tests are performed on propulsion or auxiliary generating equipment. No fluid samples are drawn. Only the installation and external condition of machinery and accessory equipment is inspected. This should not be considered a complete mechanical inspection. Qualified marine mechanics experienced with the specific machinery installed should be employed to survey propulsion engines and auxiliary generators. Propulsion and rudder shafts are not drawn for inspection, however, this may be recommended. The inspection of flexible piping is limited to the condition of its external casing and only where readily accessible for visual inspection. In the case of sailboats, the boat's standing rigging is inspected from deck level only. Absent documentation to the contrary, standing rigging and spars are presumed to be original equipment. Masts and rigging should be struck periodically for inspection and routine preventive maintenance. In the case of pre-purchase, or if open water voyaging or extended cruising is planned, a qualified marine rigger should be employed to go aloft to inspect the rigging. Electronic and electrical equipment is tested by powering up and observing function. Except as indicated, no measurements are taken. No calibrations or adjustments are made. Batteries are not load tested. Only the external condition of electrical wiring, connections and system installations is inspected. No attempt is made to perform a complete analysis of the boat's electrical systems as to do so would require disassembly with tools, removals, etc. to gain access to components.



Generally it is our experience that few boats surveyed today meet all of the applicable standards for marine electrical system fabrication and installation. This situation may be further aggravated by the wet and corrosive marine environment, and often by the owner's tolerance for poor installations, "do it yourself" add-ons, and a general lack of preventive maintenance. Therefore, when the surveyor's limited visual inspection of an electrical system raises significant concern regarding standards compliance, the recommendation will be made to employ a qualified marine electrician for an in-depth inspection. Attention to compliance with electrical standards is critical electrician for an in-depth inspection. Attention to compliance with electrical standards is critical to avoiding conditions that may lead to fires, explosions and personal injury or death. A Sea Trial is not included as part of the survey inspection. If the boat is afloat, operation of propulsion and auxiliary machinery and the steering system is observed in static mode only in the presence of the owner or his/her representative. If the boat is blocked ashore, no machinery is operated. Boats in a state of winter lay-up preclude operation of winterized systems. Sails, bimini tops, dodgers, awnings, winter covers, etc. are not laid out for inspection. Used sails are accepted to have conditions of wear and tear normal for their age. Meaningful evaluation of sails is best made by a qualified Sailmaker laying out sails in a loft. A boat's systems and component parts have a limited useful life and must be considered perishable. Conditions affecting useful life include original material specifications, fabrication and manufacturing techniques, atmospheric exposures, history of use, etc. These systems and their component parts often give no readily detectable external indication of deterioration or impending failure. Where relevant, the surveyor's recommendations are based on the Transport Canada TP1332, Construction standards for Small Vessels, Transport Canada Collision Regulations, as well as voluntary Standards and Practices for Small Craft, published by the ABYC, and NFPA 302: Standard for Pleasure and Commercial Motor Craft, published by the National Fire Protection Association. The foregoing commentary is provided to give readers of this report an understanding of the survey process and its limitations. Since records of the boat's history of use and past maintenance are typically not made available to the surveyor, reported observations are necessarily limited to the boat's condition at the time of the inspection was performed.

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Michael Brown

Director, St. Clair Survey