

INSPECTION AGREEMENT

Please Read Carefully

Location of Property:

Client:

Phone:

Address:

Real Estate Co.

Agent:

Fee (Incl. Tax):

Date Paid:

This agreement made and entered into between the named client and the undersigned, is a request to conduct a **visual inspection** of the property only. This inspection is performed in accordance with the standards of practice of the Canadian Association of Home and Property Inspectors (CAHPI®). This is not a building code inspection, nor a By-law compliance inspection. The inspector is not an expert in every craft or profession. Therefore, the general building inspection that will be conducted is not technically exhaustive. The inspector at no point will offer an opinion regarding the purchase of the property, or its value. The inspection fee is based on a single visit to the property, any additional visits required by the client will involve additional fees charged at the inspector's current hourly rate.

The client will receive a written report of the inspector's observations of the accessible features of the property. The inspection includes a non-invasive visual examination of the readily accessible components of the property including; electrical, mechanical, and plumbing systems, and the essential internal and external structural components of the residential dwelling. Conditions beyond the scope of the inspection will not be identified. No engineering services are offered.

The report reflects the condition of the property as of the date and time of the inspection. All conditions may not be apparent on the inspection date due to many factors such as; weather conditions, inaccessibility of areas of the property, inoperable systems, consequently there are limitations to the inspection. The inspector cannot examine what cannot be seen. Clues and symptoms often do not reveal the extent or severity of the problems. Therefore, the inspection and the report provided may help the risk of purchasing the property; however, an inspection does not eliminate such risk nor does the inspector assume such risk. While a majority of the deficiencies are addressed, an all inclusive list of major building flaws is not included. The inspector is not liable nor responsible for any problems or conditions which may occur or become evident after the inspection date.

The inspection does not constitute a warranty, an insurance policy, or a guarantee of any kind, against defects in the building and the systems or components inspected. The inspector assumes no responsibility for the cost of repairing or replacing any unreported defects or conditions now or in the future. The inspector is limited in liability to the fee paid for the inspection report and service in the event that the client or any third party claims that the inspector is in any way liable for negligently performing the inspection or in preparing the inspection report, or for any other reason or claim that the inspector has not fully satisfied all its obligations hereunder. The client hereby agrees to indemnify, defend and hold harmless the inspector if any third party brings a claim against the inspector relating to the inspection or the inspection report.

The following items are **specifically excluded** from the inspection: any soils or geological tests, sewer lines and/or on-site waste disposal systems, water softeners or water purification systems, intercom/security systems, telephone and cable TV cables, low voltage lighting systems, any timing systems, well systems, swimming pools, hot tubs/spas, underground or concealed pipes, electrical lines and circuits, central vacuum systems, furnace heat exchanger, radiant heating systems, free standing appliances and other personal property, and any other item, system or component which by their location are concealed or difficult to inspect or which the inspector cannot visually examine. The inspector does not light pilots or activate any major system that is shut down at the time of the inspection. There is no assurance of a dry basement or crawl space; also excluded is the assurance that glazed seals in windows are intact. The inspector will not enter dangerous areas of the property; will not inspect for environmental concerns such as hazardous substances or gasses, including but not limited to, radon gas, asbestos, formaldehyde; or for pests or fungus. The inspector examines a representative sample of components that are identical and numerous such as siding, shingles, electrical outlets, etc., and does not examine every single one of these identical items, therefore some detectable deficiencies may go unreported. The inspection also excludes

cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, and landscaping. The inspector will not give any opinions concerning easements, conditions of title, zoning matters, or building or property measurements and value appraisals.

Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this agreement, the scope of the services rendered by the inspector, the inspection report provided to the client by the inspector, or as to any other matter involving any act or omission performed under this agreement, or promises, representations or negotiations concerning duties of the inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of the Canadian Association of Arbitrators. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional building inspection industry. Judgement on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded. In the event that any dispute arises out of the inspection or report, and proceedings are commenced by the client, if the client is unsuccessful in maintaining the claim, then the client shall be liable to the inspector for all charges, expenses, costs and legal fees incurred by the inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the inspector in investigating, research, preparation for, and attendance at court hearings and examinations. **Any claims must be presented within one (1) year from the date of the inspection; the inspector shall have no liability for any claims presented one (1) year after the date of the inspection.**

The client guarantees the inspector a right to examine the subject matter and area of any claim and offer a resolution prior to the client's performance of remedial measures. This is a condition precedent to the client's claim.

This agreement and the documents referred to herein constitute the entire agreement between the parties hereto, and supercedes any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this agreement be construed to remain fully valid, enforceable and binding on the parties.

This inspection report does not constitute a warranty, guarantee or insurance policy of any kind. There are no warranties made against roof leaks, wet basements, or mechanical breakdowns. The report is a professional opinion based on a visual inspection of the accessible areas and features of the property as of the date and time of the inspection and is not a list of required repairs. The report is neither an assessment nor an appraisal. The inspector is not associated with any seller, buyer, contractor, lawyer or realtor. Other than the inspection fee, the inspector has no financial interest in the property.

The inspection involves two parts; the verbal survey and the report. As a result, this report is not transferable to third parties, as it will not clearly convey the information herein. This report is prepared by the inspector at your request, on your behalf, and for your use and benefit only; this report and any information provided to you pursuant to the inspection agreement are not to be used, in whole or in part, or released to any other party without the inspector's prior written permission.

I hereby authorize the inspection of this property having read and understood the agreement.

Signature of Client or Client's Representative

Date/Time

Signature of Authorized Inspector

Date/Time

Inspection No: