

# INSPECTION AUTHORIZATION CONTRACT

REPORT No. \_\_\_\_\_

**This contract affects your legal rights. Please read carefully before signing.**

THIS PROPERTY INSPECTION CONTRACT (the "Contract") made this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

between:

Client Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone \_\_\_\_\_ AND



www.inspectinternational.com

In relation to the property located at: \_\_\_\_\_

(the "subject property")

## THE CLIENT AND THE INSPECTOR ACKNOWLEDGE AND AGREE AS FOLLOWS:

- (1) The Client hereby requests that the Inspector perform an inspection of the Subject Property and prepare a written report thereof, subject to the following limitations and conditions, each of which are acknowledged, understood and accepted by the Client:
  - a) The inspection shall be performed in accordance with the Standards of Practice of the Canadian Association of Home and Property Inspectors, a copy of which will be immediately supplied, upon request. Our objective is to identify **existing major problems** by performing a **limited visual inspection**.
  - b) The Inspection Report constitutes an opinion of the Present Condition on the day of inspection of the property based on a visual inspection of the readily accessible and visible major systems, components and equipment of the Primary Residence on the Property. Furniture, appliances, stored items, ceiling tiles, personal property, plants, soil, snow, debris, etc., will not be moved for the inspection. The Client accepts responsibility for conditions which are concealed or obstructed from view at the time of inspection. The Inspection will not include any destructive testing or dismantling;
  - c) The inspection and Inspection Report do not constitute a guarantee, warranty or an insurance policy; stated or inferred. We do not warrant or guarantee the remaining life of any component or system.
  - d) The Client is encouraged to participate in the visual inspection process and accepts responsibility for the consequences of electing not to do so, due to incomplete information being available from the Inspector. The Client's participation shall be at the Client's own risk for injuries, falls, property damage, etc.;
  - e) The condition of certain systems, components and equipment will be randomly sampled by the Inspector. Examples of such systems, components and equipment are window / door operation and hardware, electrical receptacles, switches and lights, cabinet / countertop mounts and functions, insulation depth, mortar, masonry, paint and caulking integrity and roof covering materials;
  - f) Weather conditions may limit the extent of the inspection process; the Client hereby releases and waives any claim it may have against the Inspector for omissions or inaccuracies in the Inspection Report arising as a result of weather conditions existing at the time of inspection;

**DISCLOSURE:** The Inspector strongly recommends against the reliance on this report by third parties. We recommend a separate report be performed by a qualified professional inspector at that time.

- g) The Inspection Report is for the confidential use of the Client only and will not be disclosed to third parties such as real estate agents, sellers, or lenders without the express written consent of the Client. The Client authorizes the Inspector to disclose the Inspection Report to third parties.

Please initial: YES \_\_\_\_\_ NO \_\_\_\_\_

The Client shall protect and indemnify the Inspector from and against any claim against the Inspector by any such third party arising from disclosure of the Inspection Report thereto;

- h) The Client and the Inspector hereby agree that all disputes arising in relation to the inspection and Inspection Report will be referred to and resolved by binding arbitration pursuant to the applicable legislation governing commercial arbitrations; or other designated legal procedures.
- i) In the event that the Client claims damages against the Inspector and does not prove those damages, the Client shall pay all legal fees, arbitrator's fees, legal expenses and costs incurred by the Inspector in defense of the claim;
- j) The Inspector shall not be liable to the Client for the cost of any repairs to or replacement of any system, component, or equipment undertaken by the Client without prior consultation with the Inspector. The Client will notify the company of any incident giving rise to a claim within 30 days of its discovery and allow the company to examine the conditions prior to the performance of repairs. This is a condition precedent to the Client's claim.
- k) The Inspector's total liability to the Client for mistakes, errors or omissions in the Inspection and Inspection Report shall be limited to the amount of the fee paid for the Inspection. The Client agrees to immediately accept a refund of the fee as full settlement of any and all claims which may ever arise from this inspection. The liability of inspector's principals, agents, and employees is also limited to the fee paid. This liability limitation is binding upon the Client and the Client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through the Client.

I have fully read and understood this page.



(2) The fee payable at the time of the visual inspection of the Subject Property shall be as follows:

BASE FEE: \$ \_\_\_\_\_

EXTRAS: \$ \_\_\_\_\_

GST: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

(3) By signing this Property Inspection Contract the Client acknowledges, covenants and agrees that:

- a) The Client understands and agrees to be bound by each and every provision of this Contract;
- b) The Inspector has not made any representations or warranties other than those contained in this Contract;
- c) The Client has had such legal advice as the Client desires in relation to the effect of this Contract on the Client's legal rights;
- d) The Client shall pay the fees herein before described to the Inspector without set-off or deduction.
- e) The Client will both carefully and completely read every page in the Inspection Report and Contract and ask the Inspector if anything is not clearly understood.

(4) Time limits for legal action:

- a) The Client acknowledges and agrees that the time limit for commencement of legal proceedings by the Client against the Inspector for damages suffered by the Client as a result of alleged negligence or breach of contract by the Inspector shall be not later than one (1) year from the date of the inspection reports herein before described. From and after the expiry of one (1) year from the date of the said inspection report any claim of the Client against the Inspector and or the Inspector's employees, agents and servants arising from or in relation to this contract and or the services provided hereunder shall expire and cease to exist for all purposes and the Client's right to commence proceedings against the Inspectors and or the

Inspector's employees agents and servants shall there-upon be barred and cease to exist for all purposes.

(5) **SOME EXCLUSIONS FROM INSPECTION SERVICES INCLUDE:**

- a) **Exterior/Underground items:** e.g. soil conditions, erosion control, and earth stabilization measures, structural stability or engineering tests; wood-destroying insects; pests or dry rot; swimming pools; spas, saunas / steam baths; **septic systems;** sprinkler systems; unexposed footings and foundations; **perimeter drains;** landscaping; outdoor recreational facilities (playground and patio equipment); outbuildings; **common elements/ areas in multi-unit housing;** fences; doorbells; all accessory roofs, except the house.
- b) **Interiors: i.e.:** Solar systems; **heat exchangers;** free-standing **appliances;** water softeners or conditioners; interior spas / hot tubs / steam rooms; concealed electrical and plumbing installations; tub / sink overflows; gas space heaters; electronic air cleaners; humidifiers; alarm and intercom systems; central vacuum, accessories, air quality, the operation of shut-off valves, decorative items; the condition of walls or floors under finishings, furniture and objects.
- c) **Other:** asbestos, radon, formaldehyde; lead; toxins; carcinogens; noise; **contaminants in soil; water or air;** ancillary wiring; remotes; low voltage systems; cooling/heating supply adequacy; hazardous plants or animals; advice on purchasing; building value appraisal, conformity to municipal codes; or by-laws; cost estimates; items which are shut down, or do not respond to normal operating controls; items which may likely be dangerous to the Inspector or may damage the property or its components.

**INITIAL** \_\_\_\_\_

Estimates for repair or replacement, if provided, are estimates only and are not to be relied upon by any person. The Client should obtain written bids from qualified licensed specialists in order to determine the possible cost of repairs, if needed.

A fee of 2% per month will be charged to invoices due after 30 days.

This contract is between \_\_\_\_\_ and the Client only.

Please make cheques payable to: \_\_\_\_\_ GST # \_\_\_\_\_

Client's signature \_\_\_\_\_ Date \_\_\_\_\_

Company representative \_\_\_\_\_ Date \_\_\_\_\_

- Client on Site                       Client Not Present                       Client did not attend full inspection

PAID IN FULL Cheque # \_\_\_\_\_ Received by: \_\_\_\_\_