



## INSPECTION AGREEMENT

This Contract is between the Client (hereinafter referred to as "Client"):

Client's Name \_\_\_\_\_

Client's Address \_\_\_\_\_

and the Inspector (hereinafter referred to as "Home Inspection Business" and "Inspector"):

Name of Inspector \_\_\_\_\_

Inspection Company \_\_\_\_\_

License Number \_\_\_\_\_

Address of Business \_\_\_\_\_

Phone Number \_\_\_\_\_

Address of Home to be inspected \_\_\_\_\_

Name of Owner of Property to be inspected \_\_\_\_\_

Date Inspection Report Is to be Provided to Client \_\_\_\_\_

Date Inspection Is to Be Performed \_\_\_\_\_

Subcontractor for Home Inspection (if required):

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

License Number \_\_\_\_\_

Dated This \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

## PREAMBLE

It is important for the Client to understand that the inspection is based on the limited visual inspection of the readily accessible systems and components of the building. The inspection report is representative of the inspector's opinion of the observable conditions on the day of the inspection. While this inspection may reduce your risks of homeownership, it is not an insurance policy, warranty, or guarantee on the home. Neither the inspector nor the inspection firm make any warranty or guarantee on the home's future performance, or lack thereof. This report is for the exclusive use of the contracted parties and may not be used by third parties without the prior written permission from the client and inspector/inspection firm. The only third party exception is when the homeowner's permission is required to do invasive testing. In that case, a copy of the inspection report will be provided to them for their approval of the indicated testing.

## WHAT THE INSPECTOR WILL DO

1. The Inspector and the Home Inspection Business will conduct a visual inspection of the Property for a fee of \_\_\_\_\_ (excluding extra charges and taxes). A written report will be provided to the Client. The inspection is based on the limited visual inspection of the readily accessible systems and components of the building.
2. The inspection is performed in accordance with the Standards of Practice of the International Association of Certified Home Inspectors (InterNACHI®). See attached Standards of Practice (Schedule 1) to this contract. This is not a building code, title, or bylaw compliance inspection and is not to be construed as such.
3. The Inspection Report is based on the condition of the Property existing and apparent as of the time and date of the inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, and inaccessibility of areas of the Property. The Client hereby releases and waives any claim it may have against the Inspector for omissions that may reasonably not be determined during the regular course of a visual inspection. Anything the inspector is not able to see during the Inspection arising as a result of weather conditions, or inaccessibility existing at the time of inspection, or because a system is covered up will be noted in the Inspection Report.
4. The inspection report does not constitute a warranty, guarantee or insurance policy of any kind, nor that the property is in any conformance to any building codes or bylaws. 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 listing of repairs to be made. The report is not an assessment, nor does it constitute an appraisal.
5. In regard to any deficiencies found, it is up to the Client to obtain an expert opinion in dealing with any remedies to deficiencies.

6. Should any secondary testing be required, it is up to the Client to arrange such testing.

7. The Client will receive a written report of the Inspector's observations of accessible features of the building, subject to the terms and conditions stated herein. The report will be delivered on

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#### WHAT THE INSPECTION WILL COVER

8. The inspection includes a visual examination of the home's: exterior, including the roof and chimney; the structure (visual condition only); the electrical system; the heating and cooling systems; the plumbing system; the insulation; the interior, including floors, walls, ceilings and windows. Additionally, the inspector will functionally operate major built-in appliances.

- **Structural Components:** foundation, floors, walls, columns, roofs, ceilings, under-floor basement and crawlspace.
- **Exterior:** wall cladding, flashing and trim, entry door, windows, garage door opener, decks, balconies and steps, eaves, soffits and fascia, vegetation (having an adverse impact on the structure), grading and drainage, flashings and penetrations, skylights, chimneys, and evidence of leaking.
- **Electrical:** service type, service conductor, service ground, over-current protection devices (if any), main and distribution panels, light switches, receptacles, ground-fault circuit interrupters (GFCIs), and arc-fault circuit interrupters (AFCIs).
- **Plumbing:** interior supply distribution piping, supports, insulation, fixtures and faucets, water heater, and sump pumps.
- **Heating:** heating equipment, heat/energy source, operating controls, flues, vents, solid-fuel heating devices, heat distribution system, and air filters.
- **Cooling:** cooling equipment, operating controls (unless outside temperature is below 17° C).
- **Interior:** walls, ceilings, floors, steps, stairways, balconies, railings, countertops, cabinets, doors, windows, fire separation walls and ceilings, and, if there is a visible access door to the house, the interior garage door.
- **Insulation and Ventilation:** insulation and, if visible, the vapour retarder.

**WHAT THIS INSPECTION DOES NOT COVER**

- 9. The inspection excludes latent defects that cannot be reasonably detected in a non-invasive inspection as described in this contract. Latent defects may include, but are not limited to water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features without limitation, minor wall defects, and cracking, paint, wall coverings, carpeting, floors, paneling, lawn and shrubs, and any other defects which may occur or become evident after the date of the inspection.
  
- 10. It is the responsibility of the Client to obtain from the homeowner a disclosure of any known defects at the time of the inspection.
  
- 11. Not all devices will be inspected. InterNACHI's Home Inspection Standards of Practice only require the operation of a representative number of such devices; not all of them will be checked, especially those blocked by furniture, carpeting, or other obstructions.
  
- 12. This inspection will not include any investigation or review, whether visual, or invasive for mold or asbestos.

Client Initial \_\_\_\_\_ Inspector Initial \_\_\_\_\_

- 13. This inspection will not include any outbuildings or other structures not attached to the dwelling other than a garage or carport.

Client Initial \_\_\_\_\_ Inspector Initial \_\_\_\_\_

- 14. Client requests inspection of any outbuildings or other structures.

Client Initial \_\_\_\_\_ Inspector Initial \_\_\_\_\_

15. Client requests inspection of any unwanted moisture in the house.

Client Initial \_\_\_\_\_ Inspector Initial \_\_\_\_\_

16. Client requests testing for carbon monoxide/hydrocarbons.

Client Initial \_\_\_\_\_ Inspector Initial \_\_\_\_\_

17. Client requests inspection of all electrical circuits.

Client Initial \_\_\_\_\_ Inspector Initial \_\_\_\_\_

**INVASIVENESS**

18. This inspection shall be non-invasive. If any invasive testing is to be done, the owner of the home must agree to such testing. The Inspector will take all reasonable steps to mitigate any unnecessary damage and or make any problems worse.

Description of testing and procedures to be done:

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Homeowner's approval: \_\_\_\_\_

**SUBCONTRACTORS**

19. This contract is to be sub-contracted to another inspector.

Inspection Company:

Name of Inspector:

Address of Business:

Licence Number:

Client Initial \_\_\_\_\_

Inspector Initial \_\_\_\_\_

## DISPUTES

20. Any controversy or claim between 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 and/or the Home Inspection Business, 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 the duties of the Inspector hereunder shall be submitted to binding arbitration. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. This does not prevent the client from taking any court action arising out of unfair trade practices under the Fair Trading Act or its regulations.

21. 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.

## NOTICE OF CLAIMS

22. You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission by the Inspector in connection with the Services shall be reported to us, in writing, within ten business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. This in no way precludes the Clients rights under section 3 of the Limitations Act.

## SEVERABILITY CLAUSE

23. If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, provincial or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

## ENTIRE AGREEMENT

24. This Agreement constitutes the entire understanding and agreement of and among the parties, which supersedes all prior verbal or written understandings, communications, representations, and agreements with respect to the subject matter of this Agreement. No change, modification, alteration or addition of terms and conditions of this Agreement shall be binding unless in writing and signed by an authorized representative of each party.

25. The parties agree that this Agreement shall be governed by the law of the Province of Alberta and the federal laws of Canada applicable therein. The parties defer to the jurisdiction of the Courts in the Province of Alberta with respect to matters arising out of this Agreement.

**UNDERSTANDING AGREEMENT**

26. By signing this Property Inspection Contract, the Client acknowledges 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above:

PER INSPECTOR \_\_\_\_\_

Print Name \_\_\_\_\_

PER CLIENT \_\_\_\_\_

Print Name \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

RECEIPT \_\_\_\_\_ for the Inspection \_\_\_\_\_

Base Fee:

Company:

Other:

GST:

Payment Form: \_\_\_\_\_

Received by: \_\_\_\_\_

Total Fee: \_\_\_\_\_