

A. Inspection Contract

Please print clearly

Invoice Number:

Inspection Address _____ hereinafter referred to as the "Property"

Special Instructions _____

Inspection Contract Between _____ hereinafter referred to as the "Company" and

Client Information

Name: _____ hereinafter referred to as the "Client"

Address: _____ Fee: _____ Mon Tues Wed Thurs Fri Sat Sun

City: _____ GST: _____ Date: _____

Telephone #: _____ Postal/Zip Code: _____ Total: _____ Time: _____

This **VISUAL INSPECTION** is carried out at your request and on your behalf in accordance with the following conditions:

- INITIALS _____

1. **GENERAL** – This inspection, which is carried out at your request, is intended to provide the client with a better understanding of the property conditions as observed at the time of the inspection. The Company carries out a visual inspection only and will operate the various systems as detailed in this report. The goal of the inspection is to identify any major visual deficiencies visible at the time of the inspection requiring immediate major repair. This report must be read in its entirety to put the inspection, its terminology, and its limitations in the proper perspective. The Company's oral comments and written report will be based on his opinion of the property's condition at the time of the inspection. This report cannot be taken as a guaranty, warranty, policy of insurance, or fitness for obtaining insurance. The company cannot comment on manufacturers recalls or legal actions since it does not have the expertise or information concerning the specific appliance, fixture, or material.
- INITIALS _____

2. **SCOPE OF INSPECTION** – The inspection is conducted according to the standards of practice of the private inspection industry. These standards are provided in the procedure section of each section and these form an integral part of the report. This is not a building code or by-law compliance inspection. This inspection is not a confirmation of the adequacy of any installations of appliances, fixtures or materials.
- INITIALS _____

3. **LIMITATIONS** – The inspection is limited to those parts of the property and related equipment that are easily accessible and can be evaluated visually. The inspection does not include any reference to potentially hazardous substances, including but not limited to urea formaldehyde foam insulation (UFFI), radon, asbestos, PCB's, mould, mildew, and lead. The Company is not permitted to alter equipment of systems if doing so could result in property damage. Therefore, if equipment is not functioning the Company will be unable to evaluate its operating capability. Further details regarding limitations are noted in the report.
- INITIALS _____

4. **EXCLUSIVE USE** – The inspection report is for the exclusive private use of the client. Use of or reliance upon the information contained herein by other parties is strictly prohibited.
- INITIALS _____

5. **GENERAL EXCLUSIONS** – The Company is not required to comment on: life expectancy of any component or system; causes of the need for a major repair; the suitability of the property for specialized use; market value of the property or its marketability; any component or system which was not observed; the presence or absence of pests, such as wood damaging organisms, rodents or insects; cosmetic items; underground items or items not permanently installed. The Company is not required to: offer or perform any act or service contrary to law; offer any warranties or guarantees of any kind; calculate the strength, adequacy, or efficiency of any system or component; disturb insulation, move personal items, furniture, equipment, plant life, soil, snow, ice, or debris which obstructs access or visibility; determine the presence or absence of any suspected hazardous substances including but not limited to toxins, carcinogens, noise, contaminants in soil, water, air, and allergens. The Company is not required to comment on the indoor air quality of the property.
- INITIALS _____

6. **ACT OF NATURE** – The client agrees that the Company is not responsible for damage to the property or persons as a result of extreme weather, including but not limited to floods, high winds, heavy rain, snow, hail, ice, earthquakes, tremors. The client understands that construction practices do not design or prevent damage from extreme weather. The Company does not confirm if the property is in a floodplain, hazardous area, or contaminated site.

- INITIALS _____ 7. **DISPUTE RESOLUTION** – It is agreed that any dispute with the Company must be brought to the attention of the Company in writing prior to alteration, repair or replacement of the item. The client shall allow reasonable notice and access to permit the Company or appointee to view the complaint issue. The client agrees to hold the Company harmless for any and all claims relating to conditions that are altered or repaired without said notice or inspection. The parties agree that no action may be sought to recover damages against the Company after (1) year from the date of inspection noted above. Both parties agree to resolve any dispute through a mediation process with a mediator approved by both parties.
- INITIALS _____ 8. **TIME OF CONTRACT SIGNING** – This contract must be read prior to commencement of the inspection. The client acknowledges that they have read this contract prior to commencement of the inspection. The client may refuse to sign the contract and the Company will not proceed with the inspection. The client has the opportunity to use another firm and is not obligated to proceed with this inspection.
- INITIALS _____ 9. **CONTRACT PARTIES** – This inspection is being carried out exclusively by the Company. The booking company or affiliated companies assume no responsibility whatsoever for the inspection.
- INITIALS _____ 10. **ENGINEERING EVALUATION** – This inspection is not an engineering evaluation. Additional fees, expertise, and time are required to complete an engineering evaluation of the property.
- INITIALS _____ 11. **MOULD EXCLUSION** – This inspection specifically excludes any and all responsibility or liability to any problem or issue relating to fungi (including but not limited to yeast, mould, mildew, rust, smut or mushroom). These exclusion problems include:
- a) The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of;
- b) Any costs or expense incurred to prevent, respond to test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of;
- INITIALS _____ c) The actual or alleged failure to detect, report, test for monitor, cleanup, remove, contain, dispose of, treat, detoxify, neutralize, or in any way respond to, assess the effects of or advise of the existence of or the conditions for the potential growth of;
- any fungi or any spores, mycotoxins, odours, or any other substances, products or by-products produced by, released by, or arising out of the current or past presence of fungi.
- INITIALS _____ 12. **LIMIT OF LIABILITY** – The client acknowledges that the Company’s liability is limited to a maximum amount equal to the inspection fee.
- INITIALS _____ 13. **INSURANCE** – This report cannot be used to obtain property or other insurance. This report is not a guaranty or warranty regarding the fitness of the property for obtaining insurance. The client must discuss and resolve this directly with an insurance representative prior to purchasing the property.
- INITIALS _____ 14. I/We (The client or representative), hereby agree to the contract, conditions and limitations as set out above and agree to read the entire report prior to using the information contained in the report.
- INITIALS _____ 15. The client has received a copy of the contract by e-mail prior to the inspection and agrees to all of the above noted conditions.

 Clients Signature Date and Time

 for the “Company” Date and Time

Report Instructions On site / Mail / Fax / Drop off / Email to: Fax #: _____

to Customer / Agent / Lawyer / Owner / _____ Date sent: _____

Method of Payment Visa / Mastercard # _____ Expiry: _____

Client Signature _____

Receipt Amount Received \$ _____ Cheque Cash Credit Card

GST# _____

 for the “Company” Date

