

Home Inspections 4U

18 Hanover Court
Richmond Hill, ON L4C 8L5
www.homeinspections4u.biz

HOME INSPECTION AGREEMENT

This is a legal contract that limits inspector's liability. Please read it carefully.

This Agreement is made between Yuri Olhovsky CMI, NHI

("Inspector") and _____ (Client)

from _____

home phone _____ cell phone _____

email address _____

regarding a general home inspection on ___ / ___ / 20__

at _____ at _____ ON.

1. FEE: The Fee of \$ _____ is due **prior** to commencing of the on-site inspection.
2. THE REPORT: The total inspection report comprises:
 - a. The written/generated report delivered within 24 hours.
 - b. Plus any photos emailed within 12 hours or included in the computer generated inspection report.
 - c. Plus any additional verbal/email updates within 48 hours which are followed up by a delivered written addendum postmarked within three business days.
3. USE OF REPORT: This report is for the sole use of the Client and may be shared only with parties directly related to this real estate transaction and specifically not to other potential buyers. Inspector accepts no responsibility for this report in the event of unauthorized distribution.
4. SCOPE OF THE INSPECTION: The Inspector will perform a limited visual inspection of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. What cannot be seen without moving household items, dismantling, or damaging property cannot be inspected.

ONLY the following major systems/components/structures/areas ARE included:

Attached structures, Attic, Basement, Bathrooms, Chimneys, Cooling, Crawlspace, Doors, Drainage, Driveway, Electrical, Exterior, Fireplaces, Foundation, Garage, Heating, Insulation, Interior, Kitchen, Laundry, Materials described, Plumbing, Roofing, Slabs, Staircases, Walkway, Windows.

5. OUTSIDE THE SCOPE OF THE INSPECTION: The Inspector is a generalist and is not acting as a licensed engineer or expert in any trade or craft. The inspection is not intended to be technically exhaustive and is:
 - a. not a home warranty, guarantee, appraisal or insurance policy of any kind,
 - b. not a substitute for any legally required disclosures,
 - c. not a building code, standard, or regulatory compliance inspection,
 - d. not a check of the adequacy or efficiency of any system or component,
 - e. not a life expectancy report on any item.
 - f. not a geological or soils condition report,
 - g. not a wood destroying organism report,
 - h. not an environmental, mold, moisture, or engineering analysis nor do we inspect for rodents or pests,
 - i. not an asbestos, radon, formaldehyde, lead, water or air quality analysis.

Items and systems NOT included in the inspection are:

Antennas, appliances, central vacuum, cesspools, cosmetic items, detached buildings (unless agreed to), drain fields, EIFS, electronic air filters, elevators, exercise pools, fences and gates, fire suppression systems, fuel tanks, heat exchanger of the furnace, hot water recirculating pumps/systems, freestanding appliances, humidifiers, lightning arrestors, low voltage lighting, personal property, playground equipment, saunas, security systems,

Client Initials _____

septic tanks, sewage pump alarm systems, sidewalks, solar systems, sprinkler systems, swimming pools, telephone/cable/intercom/internet systems, tennis courts, spa's, whirlpools and/or hot tubs, thermostat accuracy, underground utilities, water softeners, wells/springs, any items shut down, inoperable, or not permanently installed, and identifying items recalled by manufacturers.

Inspection of the condo unit is limited to the systems and components located within the unit itself and excludes common areas that fall under responsibility of condominium corporation.

6. STANDARDS OF PRACTICE: The Inspection will be performed in compliance with the InterNational Association of Certified Home Inspectors (InterNACHI) and Canadian Association of Home and Property Inspectors (CAHPI) standards of practice, a copy of which will be provided upon your request and can also be downloaded from the company web site. Additional limitations and exclusions can be found in these standards.
7. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 10 days of discovery by registered mail (fax or e-mail notifications are not acceptable), and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR, his company and its agents from any and all obligations or liability of any kind. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are limited to the fee of the inspection only and are not intended as a penalty but are intended to reflect the fact that actual damages may be difficult and impractical to ascertain.

THE INSPECTOR IS NOT LIABLE FOR ANY CLAIM PRESENTED MORE THAN 6 MONTHS AFTER THE DATE OF THIS INSPECTION.

INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future.

8. SEVERABILITY: Should a court find any part of this agreement disagreeable the remaining provisions remain in full force and effect.
9. BINDING ON OTHER PARTIES: This agreement is binding on anyone connected with this transaction, including spouses, children and heirs, whether or not they are a signatory.
10. ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the Canadian Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in the Code of Civil Procedure.
11. ATTORNEY'S FEES: The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other related costs.
12. LIMITATION ON LIABILITY: Inspector's liability for mistakes and omissions in this inspection is limited to a full refund of the fee paid for this inspection and report.
13. CANCELLATION: **There is \$150 cancellation fee if the inspection is cancelled 48 to 24 hours prior to the appointment time and full fee is due if the cancellation occurred for less than 24 hours.**

General Home Inspection Fee \$ _____

Other _____ Fee \$ _____

Repeated Client 5% Discount \$ _____

Subtotal \$ _____

HST 13% _____

Total Inspection Fee \$ _____

PAID (ck #) _____ Signature of Inspector _____

By signing below Client(s) acknowledge having read, understood and agreed to all of the above provisions and agree to READ THE ENTIRE REPORT thoroughly, as well as perform further evaluation (if recommended) **prior** to signing of the home inspection waiver.

Client or Representative _____ Time _____ Date _____