

STANDARD CONTRACT

**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:

Mailing Address:

Telephone number - Home:

Business: Fax:

(the "Client")

AND

(the "Inspector")

in relation to 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;
- 1 The inspection shall be performed in accordance with the Standards of Practice of the Canadian Association of Home & Property Inspectors, a copy of which is attached hereto as Schedule "A" and initialed by the Client;
 - 2 The Inspection Report constitutes an opinion of the Present Condition 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;
 - 3 The inspection and Inspection Report **do not** constitute a guarantee, warranty or an insurance policy;
 - 4 The Client is encouraged to participate in the visual inspection process and accepts responsibility for the consequences of electing not to do so, ie incomplete information being available to the Inspector. The Client's participation shall be at the Client's own risk for injuries, falls, property damage, etc.;

(Initials) ____

- 5 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, hardware and screens, electrical receptacles, switches and lights, cabinet/countertop mounts and functions, insulation depth, mortar, masonry, paint and caulking integrity and roof covering materials;
- 6 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;
- 7 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 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; The Client authorizes the Inspector to disclose the Inspection Report to third parties Yes ___ No ___
- 8 The Client and the Inspector hereby agree that all disputes arising in relation to the inspection and Inspection Report shall be referred to and resolved by binding arbitration pursuant to the applicable legislation governing commercial arbitrations;
- 9 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;
- 10 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;
- 11 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.

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

Base Fee:

\$ _____

Fee for Additional Services described on Schedule "B" hereto:

\$ _____

GST:

\$ _____

Travel:

\$ _____

Postage:

\$ _____

TOTAL:

\$ _____

(Initials) ___ ___

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

- 1 The Client understands and agrees to be bound by each and every provision of this Contract;
- 2 The Inspector has not made any representations or warranties other than those contained in this Contract;
- 3 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;
- 4 The Client shall pay the fees herein before described to the Inspector without set-off or deduction.

(4) Time limits for legal action:

- (5) 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 inspectors' 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 clients right to commence proceedings against the inspector and or the inspectors employees agents and servants shall thereupon be barred and cease to exist for all purposes.

Client's signature: _____

Witness: _____

Inspector's signature: _____

Witness: _____

Company: _____

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(Initials) ____