

PROPERTY INSPECTION CONTRACT

REF #

BETWEEN: **ASSURED HOME INSPECTIONS LTD.**
304 Gore Street, Nelson BC V1L 5B7
250-352-6233
(The "Inspector")

INSPECTOR: **GREG TROMANS, AHI** (CPBC License # 47893)

DATE OF INSPECTION: _____

AND: _____
(The "Client")

Fee payable at time of receipt of Inspection Report:

BASE FEE: \$ _____

ADDITIONAL FEE: \$ _____

TAX: \$ _____

TOTAL FEE: \$ _____

RE: _____
(Subject Property Address)

HST/GST # **86711 9109** email inspect1@telus.net

SCOPE OF INSPECTION

1. The CLIENT understands that the word "INSPECTOR" as used in this contract means and includes the Inspection Company, including its employees and individual inspectors, whether an employee or an independent contractor and/or that independent contractor's company, and acknowledges and agrees that this contract will apply to the CLIENT and the INSPECTOR as defined.
2. The Inspection is non-invasive and 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 and components of the Primary Residence on the Property.
3. The CLIENT is encouraged, at their own risk, to participate in the visual inspection process and accepts responsibility for the consequences of electing not to do so.
4. The condition of certain systems, components and equipment will be randomly sampled by the inspector. Examples include but may not be restricted to, windows/door operation, electrical receptacles, switches and lights, cabinets, mortar, masonry, paint and caulking integrity, roof covering materials, and examination of interior and exterior surfaces for signs of moisture ingress. Furniture, rugs, appliances, stored items, etc. will not be moved for the inspection.
The INSPECTOR will not be inspecting for Mould or Asbestos.
5. The INSPECTOR will give a professional opinion on whether those items inspected are performing their intended function at the time of the inspection or are in need of immediate repair. The inspection and report are based upon observations of conditions that exist at the time the inspection was performed.
The Written report will be provided to the client no later than:

LIMITATIONS

10. **THE INSPECTION AND INSPECTION REPORT DO NOT CONSTITUTE A GUARANTEE, WARRANTY, OR AN INSURANCE POLICY.**
11. Weather conditions may limit the extent of the inspection process; the client hereby releases the inspector for omissions or inaccuracies in the inspection report arising as a result of weather conditions existing at the time of inspection.
12. The CLIENT will notify the INSPECTOR of any incident giving rise to a claim and allow the INSPECTOR to examine the conditions prior to the performance of repairs. This is a condition precedent to the CLIENT's claim.
13. ASSURED HOME INSPECTIONS LTD. 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 in defense of the claim
14. 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/mediator fees, legal expenses and costs incurred by the INSPECTOR
15. The inspection and inspection report will include, in addition to a detached garage and/or carport, the following outbuildings or other structures not attached to the dwelling on the property.

OUR STANDARDS

6. This inspection is performed in accordance with the **Code of Ethics and Standards of Practice of the Home Inspectors Association BC. (HIABC)** a copy of which is available upon request or downloaded at www.hiabc.ca.
7. The INSPECTOR certifies that this inspection is totally unbiased and objective and she/he is not associated with any seller, contractor, lawyer or Realtor and therefore has no anticipated financial interest in this property.

16. The client acknowledges and agrees that the following items are specifically excluded from the inspection.

CONFIDENTIALITY OF REPORT

8. The Inspection Report is for the sole, confidential and exclusive use and possession of the CLIENT and will not be disclosed to third parties such as real estate agents, sellers, or lenders without the express written consent of the CLIENT. *Permission Granted* _____
9. 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.

17. Home Inspectors operating in British Columbia are required to be licensed under the Business Practices and Consumer Protection Act and are regulated under that act. The services of a home inspector are not provided on behalf of, or affiliation with, the Province of British Columbia or the Business Practices and Consumer Protection Authority (commonly known and doing business as Consumer Protection BC). For more information on the regulation of home inspectors, what a home inspection should involve, how to select a home inspector and about your rights as a consumer, please contact Consumer Protection BC.

ACCEPTANCE AND UNDERSTANDING

18. By signing this 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.

INSPECTOR: on behalf of himself and Assured Home Inspections LTD. Date

CLIENT

Date