

Inspection Agreement

BETWEEN

Inspector Name: Lee Ralph
Company Name: Property Inspections Unlimited Inc.
Address: PO Box 964
City, Province: Richmond ON

AND

Client Name: John Doe
Property Address: 123 Anywhere St
City, Province, Postal Code: Bestown, ON K0A 2A0

A. TERMS AND CONDITIONS (THE INSPECTION AGREEMENT IS INCLUDED IN PAGES 3 TO 5 OF THIS REPORT. PLEASE READ CAREFULLY BEFORE SIGNING**)**

1. In agreeing to proceed with the inspection of the property identified above, the Client has carefully read, understood, and accepted this Agreement.
2. The Client has been afforded advance notification to review this contract before agreeing to authorize PIU to proceed with this inspection. Notification methods include one or more of the following: this contract was forwarded to The Client either in e-mail or FAX format; the contract was mailed to the Client; The Client has been advised that this Agreement was available for the Client to review at the web site of PIU (www.propertyinspectionsunlimited.com); advertising media indicated services provided would be conducted under contract and the described the means of reviewing the Agreement.
3. The inspection of the property identified above is subject to the following Terms and Conditions:
 - a. The inspection by PIU will be performed in accordance with the ASHI 'Standards of Practice' as adopted by the Professional Home & Property Inspectors of Canada.
 - b. The inspection will be attended by and will be under the direction of a Home Inspector in good standing and having membership in the Professional Home and Property Inspectors of Canada.
 - c. An Inspection Report ("Report") will be provided within 24 hours after the conclusion of the inspection. This Report will be based on a limited visual inspection of the readily accessible aspects of the building.
 - d. The Report reflects the Home Inspector's opinion of the present observable condition of the subject property at the date and time of inspection.
 - e. This inspection and the resulting Report does not constitute an engineering evaluation and is not provided as either an engineering or architectural service.
 - f. The inspection and Report do not, in any way, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the inspection nor the Report are substitutes for any real estate transfer disclosures which may be required by law.
4. **The Client agrees to pay the fee specified in the "Invoice" page of this Report.**
5. The Client acknowledges the inspection was scheduled for the date noted above.

Inspection Agreement (Continued)

B.SCOPE OF INSPECTION


1. **VISUAL INSPECTION.** This inspection is a visual inspection only of readily accessible aspects of the property. A home inspection does not include identifying defects that are hidden behind walls, floors, or ceilings. This includes structure, wiring, plumbing, ducting, and insulation that are hidden or inaccessible. PIU will not undertake any excavation, disassembly, or removal of obstructions and will not conduct any invasive or destructive testing of the property. Safety, accessibility, or other considerations may present PIU with restrictions in examining specific home elements or components.
2. **LIMITED ASSESSMENT.** The home inspection will provide the Client with a basic overview of the condition of the property. This inspection is not technically exhaustive or all encompassing, as your inspector has only a limited amount of time, as well as constraints in methodology, to complete the inspection. Some property components will be inspected on a random sampling of like items (i.e., electrical outlets, windows, doors, etc.). Therefore, not every defect may be identified. The PIU inspector is a generalist, not a specialist in all disciplines, and may refer the home owner to specialists for further investigation of certain items. If thermal imaging equipment is used in the course of the property inspection, the Client acknowledges and accepts that a complete thermal inspection of the property has not been performed but rather on certain target areas.
3. **CONTEXT OF INSPECTION.** This inspection should also be considered in the context of a "snapshot in time", reflecting the conditions of the home at the date of inspection. Future performance of components and elements of the home is outside the context of this inspection. For example, the PIU inspector may not discover leaks that occur only under certain weather conditions. Some conditions noted, such as cracks in foundations, may be either cosmetic in nature or indicators of settlement; however predicting whether an individual condition will present future problems is beyond the scope of the inspection.
4. **NOT BUILDING CODE OR BY-LAW COMPLIANCE INSPECTION.** Jurisdiction for Building Code, Electrical Code, Gas Code, Fire Code, Plumbing Code, or other statutory or by-law compliance inspections resides with the appropriate mandated authorities. The services provided by the PIU inspector are not conducted in the context of Code or By-Law compliance inspections. The Client acknowledges that it may be necessary to confer directly with the appropriate authorities to determine whether specific conditions comply with Code or By-Law requirements.
5. **ENVIRONMENTAL AND AIR QUALITY CONCERNS.** The Client specifically acknowledges that a property inspection is NOT an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but are not limited to asbestos; radon; lead; urea formaldehyde; mould; mildew; fungus; odours; noise; toxic or flammable chemicals; water or air quality; PCB's or other toxins; electro-magnetic fields; underground storage tanks; proximity to toxic waste sites; carbon monoxide. The Client agrees to hold PIU and the PIU Inspector harmless for any injury, health risk or damage caused or contributed to by these conditions.
6. **NO THIRD-PARTY BENEFICIARIES.** The inspection and Report are performed and prepared for the sole and exclusive use of the Client. No other person or entity may rely on the Report issued pursuant to this Agreement. Nothing in this Agreement shall confer any rights upon any person or entity that is not a party to this Agreement except as expressly provided herein. In the event any person not party to this Agreement makes any claim against PIU or the PIU Inspector arising out of services performed by PIU under this Agreement, the Client agrees to indemnify, defend and hold harmless PIU and the PIU Inspector from any and all damages, expenses, costs, and legal fees arising from such a claim.
7. **NOTICE, STATUTE OF LIMITATIONS, AND ARBITRATION.** The Client agrees that any claim for negligence, breach of contract or otherwise, be made in writing and reported to PIU within ten (10) business days of discovery. The Client further agrees to allow PIU the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before the Client or the Client's agents, employees or independent contractors repairs, replaces, alters or modifies the claimed discrepancy. The Client understands and agrees that any failure to notify PIU as stated above shall constitute a waiver of any and all claims the Client may have against PIU. The parties agree that all disputes arising in relation to this Agreement, the inspection itself, or the resulting Report shall be referred to and resolved by binding arbitration pursuant to the provisions of the National Arbitration Rules of the ADR institute of Canada, Inc. Election to submit any claim to arbitration must be given, in writing, to PIU within one (1) year of the property inspection. The parties agree further that they will not appeal the award of the Arbitrator on a question of law, on a question of fact, on a question of mixed law and fact, or any other basis, whatsoever. In the event the Client fails to prove any adverse claims against PIU, the Client agrees to pay all legal costs, expenses, and fees of PIU in defending said claims.

Inspection Agreement (Continued)

8. ENTIRE AGREEMENT. This Agreement, including any Schedules hereto and documents and certificates delivered pursuant hereto, are intended by the Parties to and do constitute the Entire Agreement of the Parties with respect to the transactions contemplated by this Agreement. This Agreement supersedes any and all prior understandings, written or oral, between the Parties, and this Agreement may not be amended, modified, or waived orally, but only by an instrument in writing signed by the Party against whom enforcement of the amendment, modification or waiver is sought.

9. GOVERNING LAW & SEVERABILITY. This Agreement shall be governed by Ontario law. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to this Agreement to the fullest extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

By signing below, the parties acknowledge they have reviewed, understood, and accepted the Terms and Conditions and the SCOPE OF INSPECTION described above.

Lee Ralph 

Client Signature(s): _____

Date: Oct 3, 2017
