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PROPERTY INSPECTION AGREEMENT AND RECEIPT

MADE IN DUPLICATE AT _____ AM/PM THIS _____ DAY OF _____ 20__

OVERVIEW Property Inspection

Company License # _____

GST Registration # _____

(Herein after referred to as "Home Inspection Business")

Alberta Home Inspection License Number: _____

Home Inspector: Pierre Juaire-Papineau

(Herein after referred to as "Inspector")

THE "CLIENT" NAME: _____

ADDRESS: _____

AND

PHONE: _____

EMAIL: _____

(Herein after referred to as "Client")

Date Inspection report to be provided to Client: _____

Date Inspection to be performed: _____

PREAMBLE

It is important for the client(s) to understand that the inspection is based on the limited visual inspection of the readily accessible aspects of the building. The report is representative of the inspector's opinion of the observable conditions on the day of the inspection. While this inspection may reduce your risks of home ownership, it is not an insurance policy, warranty or guarantee on the home. Neither the inspector nor the inspection firm make any warrantee of guaranty on the home's future performance, or lack thereof. This report is for the exclusive use of the contracted parties and may not be used by third parties without the prior written permission from the inspector/inspection firm. The only third party exception is when the homeowner's permission is required to do invasive testing. Then a copy will be provided to them for their approval of the indicated testing.

WHAT THE INSPECTOR WILL PERFORM

1. The Inspector and the Home Inspection Business will conduct a visual inspection of the Property. For a Fee of _____ (excluding extra charges and taxes). A written report will be provided to the Client. The inspection is based on the limited visual inspection of the readily accessible aspects of the building.
2. The inspection is performed in accordance with the Standards of Practice of the International Association of Certified Home Inspectors InterNACHI. See attached standards of practice Schedule 1 to this contract. This is not a Building Code, title, nor By-law compliance inspection and is not to be construed as such.
3. The Inspection Report is based on the condition of the Property existing and apparent as of the time and date of the inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the Property. The Client hereby releases and waives any claim it may have against the Inspector for omissions that may reasonable not be determined during the regular course of a visual inspection. Anything the inspector is not able to see during the Inspection arising as a result of weather conditions, or inaccessibility existing at the time of inspection, or because a system is covered up will be noted in the Inspection Report .
4. The inspection report does not constitute a warranty, guarantee or insurance policy of any kind nor that the property is in any conformance to any building codes or by-laws. The report is a professional opinion based on a visual inspection of the accessible areas and features of the property as of the date and time of the inspection and is not a listing of repairs to be made. The report is not an assessment, nor does it constitute an appraisal.
5. In regard to any deficiencies found it is up to the Client to obtain an expert opinion in dealing with any remedies to

deficiencies.

6. Should any secondary testing be required it is up to the client to arrange such testing.

7. The Client will receive a written report of the Inspector's observations of accessible features of the building. Subject to the terms and conditions stated herein.

The report will be delivered on _____.

WHAT THE INSPECTION WILL COVER

8. The inspection includes the visual examination of the home's exterior including roof and chimney, structure, electrical, heating and cooling systems (visual condition only), insulation, plumbing and interior including floors, walls ceilings and windows. Additionally the inspector will functionally operate major built-in appliances.

A. Structural Components: Foundation, Floors, Walls, Columns, Roofs/Ceilings Under floor Basement & Crawl Space

B. Exterior: Wall cladding, Flashing and Trim, Entry Door, Windows, Garage Door opener, Decks/Balconies and Steps, Eaves , Soffits and Fascia Vegetation – (adverse impact on structure), Grading / Drainage Flashings/Penetrations, Skylights, Chimneys, Evidence of Leaking

C. Electrical: Service type, Service conductor, Service ground, Over Current, Protection devices (if any), Main and distribution panels, Light switches, Receptacles, Ground fault / Arc fault interrupters

D. Plumbing: Interior supply distribution piping, Supports insulation, Fixtures faucets, Water heater, Sump Pumps

E. Heating: Heating Equipment, Energy source, Operate controls, Flues and Vents, Solid Fuel heating devices, Distribution System, Air Filters, Heat Source

F. Cooling: Cooling Equipment, Operate Controls (unless outside temperature is below 17 degrees Celsius)

Initial: _____

G. Interior: Walls ceilings floors, Steps / Stairways, Balconies / Railings, Counters Cabinets, Doors, Windows, Fire separation walls and ceilings – if visible Access door to house / Garage Door

H. Insulation / Ventilation: Insulation – if visible, Vapour retarder – if visible

WHAT THIS INSPECTION DOES NOT COVER

9. The inspection excludes latent defects that cannot be reasonably detected in a non- invasive inspection described in this contract. Latent defects may include but are not limited to: water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features without limitations, minor wall defects and cracking, paint, wall coverings, carpeting, floors, paneling, lawn and shrubs, or any other defects which may occur, or become evident after the date of the inspection.

10. It is the responsibility of the Client to obtain from the home owner a disclosure of any known defects at the time of the inspection.

11. Not all devices will be inspected. InterNACHI standards only require the operation of a representative number of these devices, not all of them will be checked especially the ones blocked by furniture, carpets, or other obstructions.

12. This inspection will not include any investigation; review whether visual, or invasive for Mold or Asbestos.

Client Initial _____ Inspector Initial _____

13. This inspection will not include any outbuildings, or other structures not attached to the dwelling other than a garage or carport; Client Initial _____ Inspector Initial _____

14. Client requests inspection of any out buildings, or other structures. Client Initial _____ Inspector Initial _____

15. Client requests inspection of any moisture in the house. Client Initial _____ Inspector Initial _____

16. Client requests testing for Carbon Monoxide / Hydrocarbons. Client Initial _____ Inspector Initial _____

Initial: _____

17. Client requests inspection of all electrical circuits Client Initial _____ Inspector Initial _____

INVASIVENESS

18. This inspection shall be non invasive. If any invasive testing is to be done the owner of the home must agree to such testing. The Inspector will take all reasonable steps to mitigate any unnecessary damage and or make any problems worse. Description of testing and procedures to be done:

Homeowner approval _____ 

DISPUTES

20. Any controversy, or claim between parties hereto, arising directly or indirectly out of, connected with or relating to the interpretation of this Agreement, the scope of the services rendered by the Inspector and or the Home Inspection Business, the Inspection Report provided to the Client by the Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to binding arbitration. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. This does not prevent the client from taking any

court actions arising out of unfair trade practices under the Fair Trading Act or its regulations.

21. 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.

NOTICE OF CLAIMS

22. You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission by the Inspector in connection with the Services shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. This in no way precludes the Clients rights under s. 3 of the Limitations Act.

Initial: _____

SEVERABILITY CLAUSE

23. If any part, term or provision of this agreement, shall be held void, illegal, unenforceable, or in conflict with any law of a federal, provincial or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

ENTIRE AGREEMENT

24. This Agreement constitutes the entire understanding and agreement of and among the parties, which supersedes all prior verbal or written understandings, communications, representations, and agreements with respect to the subject matter of this Agreement. No change, modification, alteration or addition of terms and conditions of this Agreement shall be binding unless in writing and signed by an authorized representative of each party.

25. The parties agree that this Agreement shall be governed by the law of the Province of Alberta and the federal laws of Canada applicable therein. The parties defer to the jurisdiction of the Courts in the Province of Alberta with respect to matters arising out of this Agreement.

UNDERSTANDING AGREEMENT

26. By signing this Property Inspection Contract, the Client acknowledges 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;
- (c) 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; IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above:

Per: _____
Pierre Juaire-Papineau

Client Signature

Client Signature

Witness Signature

Fee \$ _____

GST\$ _____

TOTAL \$ _____

Replacement copies will be subject to a \$25 Fee