



## INSPECTION CONTRACT

**THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS  
— PLEASE READ CAREFULLY BEFORE SIGNING —**

BETWEEN:

**Client Name,** \_\_\_\_\_

Mailing Address, \_\_\_\_\_

Telephone number \_\_\_\_\_ Email Address: \_\_\_\_\_

AND  **HOME INSPECTION**

including its employees and individual inspectors, whether an employee or independent contractor and/or that independent contractors company

in relation to property to be inspected on the date of \_\_\_\_\_

and located at: \_\_\_\_\_ (the "Subject Property")

### THE CLIENT AND INSPECTOR ACKNOWLEDGE AND AGREE AS FOLLOWS:

#### ARTICLE 1 - INSPECTION

1.1 The Client understands that the word "Inspector" as used in this contract means and includes



including its employees and individual inspectors, whether an employee or an independent contractor and/or that independent contractors company, and acknowledges and agrees that this contract will apply to the Client and the Inspector as defined.

1.2 The Client hereby requests that the Inspector perform an inspection (the "Inspection") of the Subject Property and prepare a written and/or oral report (the "Inspection Report"). The Inspection and Inspection Report are subject to the following limitations and conditions, each of which are acknowledged, understood and accepted by the Client.

- a) The Inspection and Inspection Report shall be performed in accordance with the Standards of Practice of the Canadian Association of Home & Property Inspectors (British Columbia), a copy of which is available upon request or at [www.cahpi.bc.ca](http://www.cahpi.bc.ca).
- b) 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;

(Initials) \_\_\_\_\_

- c) The Inspection and Inspection Report **do not** constitute a guarantee, warranty or an insurance policy.
- d) 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.
- e) The condition of certain systems, components and equipment will be randomly sampled by the Inspector. Examples include, but may not be restricted to, window/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.
- f) Weather conditions may limit the extent of the inspection process; the Client understands that the scope and accuracy of the Inspection Report can be affected by weather conditions existing at the time of the inspection. The Client hereby releases and waives any claim they may have against the Inspector for omissions or inaccuracies in the Inspection or Inspection Report arising as a result of weather conditions existing at the time of inspection.
- g) 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 any claim against the Inspector by any such third party arising from disclosure of the Inspection Report.

The Client authorizes the Inspector to disclose the Inspection Report to third parties.  
Yes \_\_\_ No \_\_\_

## ARTICLE 2 - RESTRICTIONS ON LEGAL RIGHTS

2.1 In the event of any errors, omissions, breach of contract, and/or negligence by the Inspector the Client hereby agrees to the following restrictions on their legal rights.

- a) 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 errors, omissions, breaches of contract, and/or negligence by the Inspector shall be not later than one (1) year from the date of the inspection. After the expiry of one (1) year from the date of the inspection any claim of the client against the Inspector shall expire and cease to exist for all purposes and the Client's right to commence legal proceedings against the Inspector shall thereupon be barred.  
Client Initials \_\_\_\_\_
- b) In the event that the Client claims damages against the Inspector and does not prove those damages, the Client shall pay all legal fees, legal expenses and costs incurred by the Inspector in defense of the claim;
- c) 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.
- d) The Inspector's total liability to the Client for errors, omissions, breaches of contract and/or negligence in any part of the Inspection or Inspection Report shall be limited to the amount of the fee paid for the Inspection. For greater clarity this means that if the Client sues the Inspector any damages awarded cannot exceed the cost of the Inspection.

Client Initials \_\_\_\_\_

(Initials) \_\_\_ \_\_\_

ARTICLE 3 - FEE

3.1 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:	\$ _____
Stove Inspection	\$ _____
HST:	\$ _____
Travel:	\$ _____
Postage:	\$ _____
TOTAL:	\$ _____

ARTICLE 4 - ACKNOWLEDGMENT

4.1 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 Client has the authority to bind any other family members or other interested parties to this Contract.
- c) The Inspector has not made any representations or warranties about the terms of this Contract other than those contained in this written Contract.
- d) 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.

Date: \_\_\_\_\_

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Signature

INSPECTOR

INSPECTOR

Ken Davis, License # 52762, signed on  
own behalf and on behalf of

Shan Davis, License # 62476, signed on  
own behalf and on behalf of

