



PRE-INSPECTION CONTRACT

Client First Client Last
Client Address
Client City, Client State Client Zip
Inspection Address:

PLEASE READ THIS CONTRACT CAREFULLY; THERE ARE LIMITATIONS YOU NEED TO BE AWARE OF

STANDARD TERMS AND CONDITIONS

The Company agrees to perform a non-invasive, non-destructive, visual examination of the readily accessible systems and components as set out in the Ontario Association of Home Inspectors Standards or Practice (herein referred to as the OAHI Standards), and provide the Client with a written report identifying the visually observable major deficiencies apparent and existing at the time of the inspection only.

The following items are included for inspection: the structural system, the exterior, the roof system, the plumbing system, the electrical system, the heating system, the central air conditioning system, the interior, insulation and ventilation, fireplaces, and solid fuel burning appliances as set out in the OAHI Standards. A copy of the OAHI Standards is included and forms a part of this contract, and the Client is advised to read it carefully.

THE FOLLOWING ITEMS AND SYSTEMS ARE EXPRESSLY EXCLUDED FROM THE INSPECTION AND REPORT:

engineering or architectural services, offering an opinion as to the adequacy of any structural system or component; screens, shutters, awnings, and similar seasonal accessories; fences; geological, geotechnical or hydrological conditions; recreational facilities; outbuildings (example: barns, sheds, other dwellings etc.); swimming pools, saunas, hot tubs, spas, whirl pools, hydro-massage tubs, and their associated equipment; seawalls, break-walls, and docks; erosion control and earth stabilization measures; underground oil storage tanks; antennae; interiors of flues or chimneys which are not readily accessible; other installed roofing-related accessories (example: satellite dishes, solar systems, lightning arrests); clothes washing machine connections; wells, well pumps, or water storage related equipment; water conditioning systems; solar water heating systems; fire and lawn sprinkler systems; septic systems; determining the quantity or quality of the water supply; safety valves or shut-off valves; garage door remote control transmitters; alarm systems and components; low voltage wiring, systems and components; ancillary wiring systems and components not a part of the primary electrical power distribution system (Example: telephone and cable TV wiring and connections); measuring amperage, voltage, or impedance; heat exchangers; humidifiers or dehumidifiers; electronic air filters; solar space heating system; determining heating or cooling supply adequacy or distribution balance; non-central air conditioning equipment; paint, wallpaper, and other finish treatments; carpeting; window treatments; central vacuum systems; household appliances; concealed insulation or vapour retarders; determining indoor air quality; fireplace firescreens, doors, seals, gaskets, automatic fuel feed devices, mantles, surrounds, combustion make-up air devices, heat distribution assists whether gravity controlled or fan assisted, ignite or extinguish fires, determining draft characteristics, moving fireplace inserts or stoves or firebox contents as set out in the OAHI Standards.

THE INSPECTION DOES NOT ADDRESS ENVIRONMENTAL CONCERNS, such as the possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde foam insulation (UFFI), soil contamination, indoor air quality, wood boring insects, rodents,

moulds/mildew and other indoor and outdoor pollutants, toxic or flammable chemicals, water or airborne related illnesses or disease, and all other similar or potentially harmful substances. In addition, the presence or absence of rodents, termites, and other insects are also not covered in this report.

THE INSPECTION IS NOT WARRANTY, GUARANTEE, OR INSURANCE POLICY OF ANY KIND, EXPRESSED OR IMPLIED.

THE COMPANY, ITS INSPECTORS, OFFICERS, EMPLOYEES, AND/OR AGENTS ASSUME NO LIABILITY OR RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECTS, EITHER OCCURRING OR ARISING IN THE FUTURE, OR FOR ANY PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE, OR BODILY INJURY OF ANY NATURE.

THE MAXIMUM LIABILITY INCURRED BY THE COMPANY, ITS INSPECTORS, OFFICERS, EMPLOYEES, AND/OR AGENTS FOR ANY CLAIM ARISING FROM ERRORS OR OMISSIONS DURING THE INSPECTION OR CONTAINED IN THE REPORT, WHETHER IN CONTRACT OR IN TORT AND INCLUDING NEGLIGENCE, WILL BE LIMITED TO AN AMOUNT EQUAL TO, OR LESS THAN, THE COMPANY'S FEE FOR THE INSPECTION SERVICE. THE CLIENT ALSO AGREES THAT THERE WILL BE NO RECOVERY FOR SECONDARY OR CONSEQUENTIAL DAMAGES BY ANY PERSON.

If the Client does not wish to limit the Company's liability to an amount equal to, or less than, the Company's fee for the inspection service, a more comprehensive, all-inclusive inspection is available. For a fee of \$5,795.00 plus GST (based on an average 2,500 sq./ft. single-family home) the Company offers a "Complete Home Audit Inspection". We will bring in a team of sub-contracted specialists (licensed Electrician, Plumber, HVAC Technician, Structural Engineer, Chimney and Roofing Specialists, and a Pest Control Technician) to perform comprehensive full inspections of each system in the home, as well as perform our own standard home inspection. Since this type of inspection is far more comprehensive than a standard three-hour visual home inspection, we are willing to increase our limitation of liability to \$10,000; however, there are limitations as to what items are covered and for how long. The Client further acknowledges and agrees that our liability will be limited to the day of the inspection only.

Furthermore, the Client also acknowledges and agrees to the following:

- In the event that the Client purchases the inspected property, the Client assumes all risks associated with that purchase.**
- The inspection is general in nature and not intended to be technically exhaustive. No engineering or other sciences are used.
- The inspection cannot determine all problems that exist within the property.**

4. **The inspection is not an all-inclusive list of defects.**
5. The inspection is not meant to address conformity or compliance to building codes, regulations, or zoning of any kind.
6. The inspection is not an appraisal of the property.
7. The inspection is not meant to advise the Client as to whether or not they should purchase the inspected property.
8. The inspector is not required to move any debris, personal property, clothing, furniture, equipment, carpeting, or like materials, which may impede access or limit visibility.
9. The inspection only includes those items and systems expressly and specifically identified here and in the provided inspection report.
10. Maintenance and other items may be discussed and some less than major defects noted as a courtesy to the Client, but they are not within the required scope of the inspection.
11. During the inspection some items are subject to random testing only. We will not open every window, nor check every receptacle, nor test every door. For a precise list of items subject to random testing, please see the OAHl Standards provided with this contract.
12. Any and all costs entered in the inspection report are intended to be ballpark, best guesses, and are not quotations or estimates for doing the work. The client further acknowledges and agrees not to hold the Company liable for any costs that are listed in the inspection report or discussed with you directly.
13. The age and approximate life expectancy of certain equipment and systems provided in the report are rough estimates only, and the installations are not checked against manufacturers' recommendations. The client further acknowledges and agrees not to hold the Company liable if the information provided in the inspection report is not accurate.
14. The Company owns the report, and that one copy is prepared for the sole, confidential and exclusive use and possession of the Client. The report is non-transferable. Duplication by any means whatsoever is prohibited without our prior written permission. The Client agrees to indemnify and save harmless the Company from any damages arising out of claims against the Company by third parties to whom the Client has released the Report in contravention of this agreement.
15. If you, the Client, believe that we have made an error or omission in our inspection service, you agree to notify us as soon as possible, followed by a written letter within 48 hours of your telephone call. You also agree to notify us before making any alterations or repairs and to provide us a reasonable opportunity to investigate your complaint and attempt to resolve it to our mutual satisfaction. If you

make alterations or repairs before contacting us or providing us with an opportunity to investigate your complaint, then you waive any claim that you may have against us regarding that complaint or item. You also agree to allow us access to the home in order to investigate your complaint. If you do not bring to our attention any complaints you may have within one year after the inspection date, then you agree that this releases us from any further liability we have to you under this contract and to the inspection service provided.

16. **If the Client makes a claim against the Company, its Officers, Employees, and/or Agents for any error, omission or other act arising out of this inspection, and the Client fails to prove such claim, the Client agrees to pay all costs and attorney's fees incurred by the Company in the defence of the claim.**
17. If, in the inspection report, further evaluation by a professional/specialists is recommended with regards to an improvement or defect, and the Client chooses to ignore or postpone taking action until after they have purchased the home, the Client releases the Company from all liability with regards to the improvement or defect.
18. We strongly recommend that the Client accompany our inspector during the inspection process. While we recommend that you accompany us at the inspection, you are at your own risk in doing so.
19. We strongly recommend that the Client arrange a pre-closing walk-through inspection to satisfy him/herself that the systems, equipment, components and materials are in the same condition and quality as the date of the inspection service.
20. We strongly recommend that the Client review the written inspection report in full before making a final decision on whether or not to purchase the property.
21. Our fees are based on a single visit to the property. If additional work is required for any reason, additional fees may be charged.
22. By agreeing to commission our inspection service and to signing our contract, the Client agrees to pay for the fee of the inspection service, which is identified at the end of this contract.
23. The Client's signature indicates that the Client has had sufficient time to read and sign this contract prior to acceptance of the inspection service, that the Client understands and accepts the terms and conditions and limitations and exclusions contained herein, and that the Client has received a copy of this contract along with a copy of the OAHl Standards. The Client also acknowledges that the Company offered to forward an advanced copy of the contract and the OAHl Standards by fax or by E-mail for the sole benefit of the Client.

In the event that any portion of this agreement is held invalid or unenforceable, then the remainder of this contract shall remain in full force and effect.

This contract contains the entire agreement between you and us and there are no other representations, warranties or commitments except those specifically noted in this contract. This contract shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

Client agrees to pay a base fee of \$.00 plus any additional fees and any applicable taxes at or before the time of inspection.

Inspectra - The Home Inspection Company Ltd.:

CLIENT:

Dave Bottoms, representing Inspectra

Date: