

STANDARD HOME INSPECTION AGREEMENT

**THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS
– PLEASE READ CAREFULLY BEFORE SIGNING –**

THIS PROPERTY INSPECTION AGREEMENT (the “Agreement”) made this _____ day of _____ 20____ between:

Client Name: _____ Email Address: _____

Mailing Address: _____

Telephone Home: _____ Cellular: _____ Fax: _____

(the “Client”)

Inspector: _____ JEANINE REISS _____ Company: _____ FYI HOME INSPECTIONS LTD. _____

(the “Inspector”)

In relationship to the property to be inspected on the date of and located at:

(the “subject property”)

THE CLIENT AND THE INSPECTOR ACKNOWLEDGE AND AGREE AS FOLLOWS:

ARTICLE 1 - INSPECTION

1. 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;
2. 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.
3. 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;
4. The Inspection and Inspection Report **do not** constitute a guarantee, warranty or an insurance policy;
5. 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. The Client’s participation shall be at the Client’s own risk for injuries, falls, property damage, etc.;
6. The condition of certain systems, components and equipment will be randomly sampled by the Inspector. Examples of such systems, components and equipment include, but are may not be restricted to, window/door operation, hardware and screens, electrical receptacles, switches and lights, cabinet/countertop mounts and functions, insulation depth, mortar, masonry, paint and caulking integrity, roof covering materials, and examination of interior and exterior surfaces for signs of moisture ingress.
7. 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 waves any claim it may have against the Inspector for omissions or inaccuracies in the Inspection Report arising as a result of weather conditions existing at the time of inspection.
8. 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 Clients 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 thereto;

The Client authorizes the Inspector to disclose the Inspection Report to third parties Yes ____ No ____

ARTICLE 2 – RESTRICTIONS ON LEGAL RIGHTS

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.

1. Time limits for legal action:

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 not be later than one (1) year from the date of Inspection. From and after the expiry of one (1) year from the date of the said inspection report any claim of the client against the inspector and or the inspector’s employees, agents, and servants arising from or in relation to this contract and or the services provided hereunder shall expire and cease to exist for all purposes and the client’s right to commence proceedings against the inspector and or the inspector’s employees, agents, and servants shall thereupon be barred and cease to exist for all purposes.

Client Initials _____

2. In the event that the Client claims damages against the Inspector and does not prove those damages, the Client shall pay any legal fees, arbitrator’s fees, legal expenses and costs occurred by the Inspector in defense of the claim;

3. 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 by the Inspector;

4. The Inspector’s total liability to the Client for mistakes, errors, omissions, breaches of contract and/or negligence in 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 _____

ARTICLE 3 – FEE

The fee payable at the time of the visual inspection of the Subject Property shall be as follows:

Base Fee: \$ _____

GST: \$ _____

Travel: \$ _____

TOTAL: \$ _____

ARTICLE 4 – ACKNOWLEDGMENT

By signing this Property Inspection Agreement the Client acknowledges, covenants and agrees that:

1. The Client understands and agrees to be bound by each and every provision of this Agreement;
2. The Client has the authority to bind any other family members or other interested parties to this Agreement;
3. The Inspector has not made any representations or warranties other than those contained in this written Agreement;
4. The Client has had such legal advice as the Client desires in relation to the effect of this Agreement on the Client’s legal rights;
5. The Client shall pay the fees herein before described to the Inspector without set-off or deduction.

Client’s signature: _____

Inspector’s signature: _____

Company: FYI HOME INSPECTIONS LTD. License # 58372