



COLUMBIA/EAST KOOTENAY HOME INSPECTIONS

Charles Cunnington - RHI # 162 BC/06. BPCPA License 47726

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INSPECTION AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY

Client: _____ Phone: _____

Address: _____ Email: _____

Inspection Site: _____ Report #: _____

1. Client requests a limited visual inspection of the residential structure identified at the above address (inspection site) by *Charles Cunnington* of *COLUMBIA/EAST KOOTENAY HOME INSPECTIONS*, thereafter collectively referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance on to the property.
2. Client warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call the Company with any questions they may have.
3. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use 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 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 _____
4. Company agrees to perform a limited visual inspection of the residential structure at the above address and to provide Client with a written **opinion** as to the present general condition of the structure's components and systems that are readily accessible at the time of inspection, including identification of significant observable deficiencies as they exist at the time of inspection. The inspection will be performed in a manner consistent with the standards of CAHPI (BC). A copy of these Standards are provided to Client. The client is encouraged to participate in the inspection and such participation shall be at the Client's own risk for injuries, falls, property damage etc.
5. The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing, snow cover or other weather conditions, or any other things, or those areas/items which have been excluded by the standards and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. **Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from inspection by the terms of this agreement.** Maintenance and other items may be discussed but will NOT form a part of the inspection report. A complete breakdown of included/excluded items to be inspected is listed in the Standards of Practice.
6. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law.
7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the assurance of the written report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed forty eight (48) hours after the inspection report has first been delivered to Client.
8. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the

inspection of the residential structure, as limited herein, shall be made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to reinspect the claimed discrepancy. Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

9. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted to final and binding arbitration. The decision of the Arbitrator appointed thereunder shall be final and binding and judgement on the Award may be entered in any Court of competent jurisdiction.

10. The Client acknowledges and agrees that the time limit for commencement of legal proceedings by the client against the Company for damages suffered by the client as a result of alleged negligence or breach of contract by the Company shall be not later than one (1) year from the date of the inspection reports herein before described. 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 inspectors' 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 clients right to commence proceedings against the inspector and or the inspectors employees, agents and servants shall thereupon be barred and cease to exist for all purposes.

11. In the event that the Client claims damages against the Company 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.

12. The Company 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.

13. The Company's total liability to the Client for mistakes, errors or omissions in the Inspection and Inspection report shall be limited to the amount of the fee paid for the inspection as outlined below.

14. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report and payment by the Client therefore will constitute acceptance of the terms and conditions of this Agreement. **COLUMBIA/EAST KOOTENAY HOME INSPECTIONS** requires an inspection agreement to be signed by Client prior to performing an inspection. If you were not present at the inspection and did not sign the Inspection Agreement you, by accepting and or using the inspection report you acknowledge and agree to be bound by the terms and conditions of the inspection agreement and further agree that the inspection agreement will form a part of the inspection report.

15. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between parties.

16. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

17. The inspection will take place on _____ at _____. Client understands that cancellation of the inspection less than 24 hours prior to this date and time may result in the full inspection fee being due to the inspector unless other arrangements have been made.

18. The Fee Payable at the time of the inspection shall be as follows:

Inspection Fee:	\$ _____
Additional Charges:	\$ _____
GST (#851767376RT0001):	\$ _____
Mileage:	\$ _____
TOTAL:	\$ _____

19. **Credit Card Authorization.** The client understands that if they **cannot be present for the inspection**, a valid credit card number is required to secure the inspection. This credit card will be billed after the inspection for the full amount listed above.

Card Type: VISA _____ Mastercard _____ AMEX _____ Card Number: _____
Expiry Date: _____ Signature: _____

I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Dated: _____ Signature: _____ X
(One signature binds all)

Dated: _____ Signature: _____
(For the Company)

Inspector's Copy

