

## CONTRACT / RECEIPT

File #: \_\_\_\_\_

Inspection Address: \_\_\_\_\_

Date: \_\_\_\_\_ Time Start: \_\_\_\_\_ Time Finished: \_\_\_\_\_

Type of house/residence; \_\_\_\_\_ Approx. Age: \_\_\_\_\_

Client(s) Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone #: Home/Cell \_\_\_\_\_ E-mail : \_\_\_\_\_

*I/we, the above named client(s) request an inspection of the inspection address noted above. The inspection is to be performed by the below noted inspection company (firm) in accordance with industry accepted Standards of Practice.*

*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 will assume any risks related to this 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 Inspection Report is for the sole, confidential and exclusive use and possession of the CLIENT and will not be disclosed to third parties such as real estate agents, sellers, or lenders without the expressed written consent of the client.*

**Permission Granted:**     **Y** / **N**     Initials \_\_\_\_\_

*I/we have read, understand and accept the terms & conditions as outlined here and on the page entitled "What To Expect From Your Inspection." I/we also understand that legal liability of the inspector, the company and its agents for damages, arising from action or inaction, however caused, is limited in amount to the fee paid for this inspection. **Please initial here** \_\_\_\_\_.*

**The Client(s), by signing below, agree to have read, understand and accept the terms of this contract.**

Client(s)/Representative Signature \_\_\_\_\_ Date: \_\_\_\_\_

If Client(s) is(are) represented, please print name of representative \_\_\_\_\_

Base Fee: \_\_\_\_\_ Inspection Company:     **Kootenay Home Inspections**    

Other : \_\_\_\_\_ Inspectors License # :     **Gordon Perepolkin - BC License #55664**    

GST: \_\_\_\_\_ Payment Form: \_\_\_\_\_

Total Fee \_\_\_\_\_ Received By: \_\_\_\_\_

## What to expect from your inspection

- 1. Purpose:** The purpose of the inspection is to attempt to detect the presence of home defects by performing a visual inspection of the property and it is a snapshot of the condition of the home today at the time of inspection. This report will not address environmental concerns or provide cost estimates.
- 2. Scope:** The scope of the inspection is limited to the readily accessible areas of the property and is based on the condition of the property at the precise time and date of the inspection. Things can and do change and a home inspection will not stop these changes from occurring. Furthermore, as such, the report is not a guarantee or warranty that hidden and/or latent defects do or do not exist. As a courtesy the INSPECTION COMPANY may point out conditions that contribute to possible home problems/defects but such comments may not part of the final report.
- 3. Report:** The CLIENT will be provided with a written report of the INSPECTION COMPANY'S visual observations. The INSPECTION COMPANY is not able to determine all deficiencies from visual observations alone. Some deficiencies may go unnoted in the report and the client accepts this. The report is not intended to comply with any legal obligations to disclosure. The **Home Inspector** is a Generalist, not a specialist in all disciplines.
- 4. Exclusivity:** The report is intended for the sole, confidential and exclusive use and benefit of the CLIENT and the INSPECTION COMPANY has no obligation or duty to any other party. The INSPECTION COMPANY accepts no responsibility for use by third parties. There are no third party beneficiaries to this agreement. This Agreement is not transferable or assignable. Notwithstanding the foregoing, the CLIENT understands that the INSPECTION COMPANY may notify the homeowner, occupant, or appropriate public agency of any condition(s) discovered that may pose a safety or health concern. Inspection is not Building code or By-Law compliance.
- 5. Limitation of Liability:** It is understood the INSPECTION COMPANY and its associates are not insurers and that the inspection report shall not be construed as a guarantee or warranty of any kind. The CLIENT agrees to hold the INSPECTION COMPANY and their respective officers, agents and employees harmless from and against any and all liabilities, demands, claims, and expenses incident thereto for injuries to persons and for loss of, damage to, destruction of property, cost of repairing or replacing, or consequential damage arising out of or in connection with this inspection.
- 6. Major Problems:** The purpose of the Home Inspection is to find and identify visible existing major problems apparent on the visual inspection of the home. Home Inspectors can greatly reduce the risk of a home purchase but it is impossible to totally **Eliminate** the **Risk**.
- 7. Litigation:** The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the Province in which the INSPECTION COMPANY has its principal place of business. If the INSPECTION COMPANY is the substantially prevailing party in any such litigation, the CLIENT shall pay all legal costs, expenses and attorney's fees of the INSPECTION COMPANY in defending said claims.
- 8. Environmental Concerns:** The inspection will NOT address environmental concerns including, but not limited to: air quality, water quality/quantity, sealed/underground fuel storage tanks, UFFI, asbestos, radon gas, molds, toxins, etc. The inspection report will also NOT address infestation by wood boring insects, rodents or other vermin. The CLIENT understands and acknowledges that it may be necessary to call on specialists in these areas to identify and evaluate these risks.
- 9. Entire Agreement:** This Agreement represents the entire agreement between the PARTIES. No statement or promise made by the INSPECTION COMPANY or its respective officers, agents or employees shall be binding.
- 10. Standards of Practice:** The inspection shall be completed in accordance within the CanNACHI Standards of Practice and Codes of Ethics found at [www.cannachi.org](http://www.cannachi.org)

**The client is strongly advised to clarify anything that they don't understand.**

**Please initial here to demonstrate you have read all of the above conditions** \_\_\_\_\_