

Interior Home Inspections

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INSPECTION CONTRACT/AGREEMENT FOR SERVICES (PLEASE READ THE FOLLOWING CAREFULLY)

This agreement/contract is between 079291 BC LTD. dba INTERIOR HOME INSPECTIONS (Company) as represented by BRIAN SANJENKO (Inspector) and YOU NAME IT (Client) regarding the inspection of 207-144TH STREET, ANYWHERE, BRITISH COLUMBIA for the agreed upon fee of \$000.00 plus the GST.

The inspection provided is a whole building inspection in accordance to ASTM standard for property condition assessments E2018-08.

The goal is to identify existing major problems that would affect the Client's buying decision. Our desire is to add to your knowledge of the building within the scope of the standard inspection. We place most of our emphasis on major problems, while minor problems are noted. Keep in mind that minor issues do not affect the habitability of the home. Your questions are always welcome, and we do not charge for telephone or email consulting.

The inspection is performed in compliance with the *ASTM standard E2018-08*. It must be noted that this is not a Building Code and/or Bylaw compliant inspection.

The Inspection Report is a professional opinion of the current condition of the home, based on a visual inspection of the accessible components of the home. What we cannot see, we cannot inspect. During the course of the inspection inferences may be made that cannot be confirmed without invasive investigation, we can reduce the risk of purchasing the home, but we cannot eliminate the risk, neither do we assume any.

The inspection and the Inspection Report **do not** constitute a guarantee, warranty or an insurance policy. We are not associated with any seller, contractor, lawyer or realtor. We have no financial interest in the property except for the inspection fee.

The Inspection Report and/or any information contained in the said report will not be released to anyone without your permission. The Client hereby authorizes disclosure of information contained in the Inspection Report to any third parties intimate to the transaction for the purpose of clarification and/or the facilitation of repairs. YES _____ NO _____ (*Client's initials*). The Inspection Report is for the exclusive use of the Client. If the Client releases the report to a third party, the Client promises to indemnify and hold harmless the Inspector and Company for any damages claimed by others _____ (*Client's initials*).

I have read and understand this page _____ (*Client's initials*).

The condition of certain components and equipment will be randomly sampled by the Inspector. Such as windows, doors and related hardware, electrical receptacles and switches, lights, cabinet/countertop mounts, insulation depth, paint, caulking integrity, and roof covering materials. Weather conditions and access may limit the extent of the inspection process. This means that some detectable deficiencies may go un-noticed. We ask that the Client understand and accept this fact. As a result of these items and other items that are impossible to anticipate, we suggest a budget figure of around one percent of the value of the home be set aside for unforeseen repairs to the home and its components.

Any dispute, controversy or claims arising out of or related to the inspection and the Inspection Report shall be referred to and resolved by binding arbitration pursuant to the applicable legislation governing commercial arbitrations, and shall be held in British Columbia. In the event that the Client claims damages against the Inspector and/or Company and does not prove those damages, the Client shall pay all legal fees, arbitrator fees, legal expenses and costs incurred by the Inspector and/or Company in defense of the claim.

In the event that the Company and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract, or otherwise, then the liability of the Company and/or its agents or employees, shall be limited to a sum not greater than the amount of the inspection fee paid by the Client for the Inspection and the Inspection report. The Client will notify the Company of any incident giving rise to a claim within 30 days of its discovery and allow the Company to examine the conditions prior to the performance of any repairs. This is a condition precedent to the Client's claim.

The Client agrees that the Inspector's and/or Company's liability for all claims arising from the provision of services pursuant to this contract/agreement shall absolutely cease to exist after a period of one year from the date of the Inspection Report. Following the expiry of the one year period the Client shall have no claim whatsoever against the Inspector and/or Company.

The Client is encouraged to participate in the visual inspection process and accepts responsibility for the results of electing not to do so, i.e. incomplete information being available to the Inspector and/or Company. The Client's participation shall be at the Client's own risk for injuries, falls, property damage, etc.

By signing this contract/agreement the Client acknowledges and agrees to the terms of this contract/agreement, and agrees to pay the agreed upon fee described above to the Inspector and/or Company without set-off or deduction.

(Inspector) Brian Sanjenko *(Date)*

(Authorized signature) *(Date)*