



## INSPECTION AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY

### TERMS & CONDITIONS

By signing on the reverse side, you, the Client, hereby authorize Inside Out Home Inspections (the "Inspector"), to inspect the Property on the following terms and conditions.

**Purpose of Inspection:** The primary purpose of the inspection (the "Inspection") is to educate the Client, as the prospective purchaser/owner, as to the general condition of the Property at the time of inspection. The Inspector will conduct an objective visual examination to assess the Property's essential interior and exterior structural features. The Inspection is not technically exhaustive or all-encompassing. The Inspection is not a Building Code, title, by-law compliance, or evaluation assessment. The Inspector will give no opinion concerning the Property's compliance with any government requirements, manufacturer's specifications, or inspections of items on Authorities having Jurisdiction.

**Scope of Inspection:** The Inspection will be performed in a manner consistent with the Canadian Association of Home & Property Inspectors and the Standards of Practice and Code of Ethics of the Canadian Association of Home & Property Inspectors. The Inspection is intended only to identify material defects in those systems, structures and components of the Property readily exposed to view and apparent during the inspection. The Inspector will not remove floor coverings or furniture, dismantle equipment, or otherwise perform any type of destructive inspection. Subject to these terms and conditions, the Inspector will visually examine the accessible major systems of the Property, including roofing, flashing, chimneys, structure, electrical systems, heating, central air conditioning, insulation, plumbing and the interior.

**Exclusions:** The following items are specifically excluded from the inspection: appliances, water softening systems, security systems, telephone and cable television wiring, timing systems, swimming pools and spas, underground or concealed pipes, sewer lines, on-site waste disposal systems, intercom systems, central vacuum systems, furnace/heat exchangers, oil tanks, septic systems, flue interiors, outbuildings and any other systems or items which the Inspector cannot visually examine unless specifically noted. The Inspector will not dismantle any system, item or equipment, conduct geological tests, inspect inaccessible or concealed areas of the Property, inspect for environmental concerns such as hazardous substances or gases, including but not limited to, radon gas, asbestos, lead, carbon monoxide or formaldehyde (UFFI), conduct a water analysis or energy assessment or inspect for dry rot, fungi, insects, rodents, pests or other animals *unless specifically noted*. Since the Inspector only examines a representative sample of identical or numerous items (such as brick, electrical outlets, windows, etc.) and will not examine every single one of such items, some detectable deficiencies may go unreported. The Inspection excludes defects resulting from hidden defects, including but not limited to water leaks, land subsidence or other geological problems. The Inspection excludes purely cosmetic features, including but not limited to, paint, wall coverings, carpeting, design elements, floorings, paneling, soil, vegetation or landscaping.

**Inspection Fee:** The Inspection fee is based on a single visit to the Property. Additional fees may be charged for any subsequent visits requested by the Client. Additional fees will be assessed if the Inspector or representative is called upon to prepare for litigation or give testimony as a result of the Inspection.

**Inspection Report:** Following the Inspection, the Client will receive a written report of the Inspector's observations (the "Report"). The Report will describe the systems and features of the Property that were inspected, any material defects found to be in need of immediate repairs, and any recommendations regarding the conditions observed. The Report is not intended to be an all-inclusive list of minor building flaws. The seller of the property may not be required to repair any or all deficiencies reflected in the Report. The Report does not substitute for any disclosure statement that may be required by law.



Disclaimer: The Report is based on the apparent condition of the Property at the time of Inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, insurance criteria, inaccessibility of areas of the Property or other factors beyond the control of the Inspector.

Limitation on Liability: THE INSPECTOR AND/OR INSIDE OUT HOME INSPECTIONS SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR THE NON-DISCOVERY OF ANY CONCEALED OR LATENT DEFECTS IN RELATION TO THE PROPERTY, FOR ANY PROBLEMS WHICH MAY ARISE OR BE DETECTED AFTER THE INSPECTION; FOR ANY FURTHER FAILURE OR REPAIR, OR FOR ANY PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE, OR BODILY INJURY OF ANY NATURE. THE LIABILITY OF THE INSPECTOR AND/OR INSIDE OUT HOME INSPECTIONS SHALL, IN ANY EVENT BE LIMITED TO THE FEE PAID BY THE CLIENT FOR THE INSPECTION SERVICES IN THE EVENT THAT THE INSPECTOR AND/OR INSIDE OUT HOME INSPECTIONS ARE FOUND TO HAVE BEEN NEGLIGENT IN PERFORMING THE INSPECTION OR IN PREPARING THE REPORT OR WITH RESPECT TO ANY OTHER CLAIM BY THE CLIENT OR THE CLIENTS REPRESENTATIVE AGAINST THE INSPECTOR AND/OR INSIDE OUT HOME INSPECTIONS IN RELATION TO THE SERVICES PROVIDED HEREUNDER. THE CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INSPECTOR AND/OR INSIDE OUT HOME INSPECTIONS FOR ANY THIRD PARTY CLAIM AGAINST THE INSPECTOR AND/OR INSIDE OUT HOME INSPECTIONS RELATING TO THE SERVICES PROVIDED HEREUNDER.

No Warranty: Neither the Inspection nor the Report constitutes a warranty, insurance policy or guarantee of any kind.

Dispute Resolution: The Client shall give written notice to the Inspector and/or Inside Out Home Inspections of any dispute or complaint arising with respect to this agreement, including services and Report provided to the Client, hereunder. If the Client's complaint or dispute is not resolved by us within thirty (30) days of receiving such notice, the Client agrees to submit their claim to final and binding arbitration before a professional arbitrator to be chosen and arbitrated in accordance with the *Arbitrations Act (Ontario)*. If the Client fails to file a claim with such an arbitrator within one (1) year of the date of the Report, the Client agree that their failure to do so releases the Inspector and/or Inside Out Home Inspections from any further liability to the Client with respect to the services provided hereunder. This agreement shall be governed by the laws of the Province of Ontario.

Severability and Entire Agreement: This document constitutes the entire agreement between you, the Client, and the Inspector and supersedes any and all prior representations, discussions, or agreements, whether written or verbal. No amendment, change or variance from this agreement shall be binding on either party unless mutually agreed to in writing and signed by both parties. The invalidity or unenforceability of any provision in this agreement shall not affect or impair the validity or enforceability or any other provision hereof.

Confidential: The Report contemplated herein will be prepared by the Inspector, on the Clients behalf; and for the Clients exclusive use. The Report and any other information provided to the Client pursuant to the agreement, in whole or in part, may not be used by, released to, or relied upon by any other person or entity without the prior written permission of the Inspector.

I HEREBY AUTHORIZE THE INSPECTION OF THE PROPERTY, HAVING READ AND UNDERSTAND THE TERMS AND CONDITIONS.

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Signature of the Client or Representative

Date

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Signature of Inspector for Inside Out Home Inspections

Date