STRUCTURALLY SOUND INC.

HOME INSPECTIONS

Inspection Agreement & Receipt

TYPE ❑ PRE-PURCHASE ❑ PRE-LIST ❑ WALK THRU ❑ WARRANTY ( ) ❑ OTHER:_____

PROPERTY ADDRESS: _____ CITY:_____

DATE: _____ / _____ / 20____ TIME:_____

CLIENT NAME(S): _____

STREET: _____ CITY: _____

POSTAL CODE: _____ E-MAIL: _____

PHONE: ( )_____(H) | ( )_____Ext: (W) | ( )_____(C)

FEE BASE: $_____ **+ / -** $_____ **+** HST $_____ **=** **Total** $_____

The ***CLIENT*** and Structurally Sound Inc. (hereinafter "***INSPECTOR***") understand and voluntarily agree as follows:

1. ***INSPECTOR*** agrees to perform a visual non-intrusive inspection of the readily accessible features of the ***PROPERTY*** and to provide ***CLIENT*** with a written report, with the exception of a Walk Thru inspection, identifying the defects that ***INSPECTOR*** both observed and deemed material. ***INSPECTOR*** may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, ***INSPECTOR*** agrees to perform the inspection in accordance with the current Standards of Practice of the Ontario Association of Home Inspectors posted at http://www.oahi.com/english/about/standards-of-practice. Although ***INSPECTOR*** agrees to follow the Standards of Practice, ***CLIENT*** understands that these standards contain limitations, exceptions, and exclusions.
3. Excluded from the report are all components and conditions which by the nature of their location are concealed, such as behind walls, camouflaged or difficult to inspect. In order to prevent potential damage on ***PROPERTY*** and personal injury to ***INSPECTOR*** representative, ***INSPECTOR*** will not turn power or gas on/off, disassemble equipment, move furniture, appliances and stored items, excavate the grounds, or risk personal injury to board a roof.
4. ***CLIENT*** understands ***INSPECTOR*** will not test for compliance with applicable provincial and municipal building codes. ***CLIENT*** agrees ***INSPECTOR*** will seek for clues suggesting the possible existence of environmental or health hazards, but confirming the existence is beyond the knowledge of ***INSPECTOR.*** Such hazards include, but are not limited to formaldehyde, lead paint, asbestos, toxic or flammable materials, radon gas, soil contamination, mould or mildew, underground fuel oil storage tank and pest/insect infestation. ***CLIENT*** understands systems ***INSPECTOR*** will not inspect include, but are not limited to, playground equipment, efficiency measurement of insulation or heating and cooling equipment; internal or underground drainage or plumbing, water treatment systems, swimming pools, hot tubs, septic systems, water well, sprinkler systems, zoning ordinances, intercoms, security systems, heat sensors, central vacuum, cosmetics and any systems which are shut down or otherwise secured.
5. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of ***CLIENT*** only, who gives ***INSPECTOR*** permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. ***INSPECTOR*** shall be the sole owner of the report and all rights to it. The report is non-transferable and shall not be copied or distributed without the express written consent of ***INSPECTOR. INSPECTOR*** accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release ***INSPECTOR*** (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement.
6. Unless otherwise stated, ***INSPECTOR*** is not a multiple tradesperson and does not possess an occupational license for any building related trade such as engineering, architecture, plumbing, and electrical, heating/cooling and, therefore, is not qualified to provide any specialized services beyond this basic home inspection. For that reason, the report expresses the non-expert opinion of ***INSPECTOR***. Buyer ***CLIENT*** agrees to consult with the appropriate licensed specialist regarding the defects reported by ***INSPECTOR*** prior to completing the Purchase Agreement in order to determine all potential financial impacts of such defects that may influence the terms of the Purchase Agreement.
7. Clues and symptoms often do not reveal the extent or severity of problems. Therefore, while ***INSPECTOR*** can substantially reduce the risk of existing defects being undetected at the time of inspection, ***INSPECTOR*** cannot eliminate nor assume the risk. The report is in no way is a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the ***PROPERTY*** or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.
8. ***CLIENT*** agrees and understands the liability of the company, its employees and agents is limited to the inspection fee. In the event of a claim against ***INSPECTOR***, ***CLIENT*** agrees to supply ***INSPECTOR*** with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. The client must not alter, repair or replace any of the conditions which gave rise to the complaint. Failure to comply with the above conditions will release ***INSPECTOR*** and its agents from any and all obligations or liability of any kind. ***CLIENT*** shall have no cause of action against ***INSPECTOR*** after one year from the date of the inspection.
9. In the event that resolution satisfactory to both parties cannot be reached after re-inspection of said conditions, any disagreement shall be resolved by arbitration, to the exclusion of any court of law, conducted in accordance with the Rules of the Arbitration and Mediation Institute of Canada, before a single qualified arbitrator to be selected by ***INSPECTOR***. The arbitrator's ruling is final and binding and shall not be subject to appeal. All arbitration costs shall be shared equally.
10. Should the ***CLIENT*** circumvent the above agreement of arbitration, the parties agree that any litigation arising out of this agreement shall be filed only in the Court office residing in the same municipality as the principal place of business address of ***INSPECTOR***. In the event that ***CLIENT*** fails to prove any claims against ***INSPECTOR*** in a court of law, ***CLIENT*** agrees to pay all legal costs, expenses and fees incurred by ***INSPECTOR*** in defending said claims.
11. Payment of the inspection fee to ***INSPECTOR*** is due upon completion of the on-site inspection. The ***CLIENT*** agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

_____ _____ _____ / _____ / 20____

Client Signature *Print Name (If Representative)* *Month* *Day* *Year*

INSPECTOR acknowledges receipt of payment in full: _____ *(HST# 83810 0279 RT0001)*