

AccuHome Inspections Inc.

135 Riverbrook Way SE
Calgary, Alberta T2C 3R4
Tel: 403.313.9506 Cell: 403.389.9049 Fax: 403.313.9507
Email: info@accuhomeinspections.com
Website: www.accuhomeinspections.com
Government of Alberta Business License 332407



Residential Inspection Agreement

Please read carefully, initial **all** boxes, sign and return a copy to our office BEFORE the time of inspection and retain a copy for your records.

Initial

1. THIS AGREEMENT is made and entered into by and between AccuHome Inspections Inc., referred to as "INSPECTOR", and (Client Name) referred to as "CLIENT". (If Client is married/common law, Client represents that this obligation is a family obligation incurred in the interest of the family). Hereinafter "INSPECTOR" and the "CLIENT", collectively referred to herein as "the parties." The Parties understand and voluntarily agree as follows:

Initial

2. CLIENT will pay \$ (Inspection Fee) on or before the inspection scheduled on (Date) at (Time) for the home inspection performed at (Address) (City) (Province) Canada.

Initial

3. CLIENT acknowledges and agrees that each Article/Clause of this agreement requires initials. If using the electronic online agreement system it will prompt for CLIENT'S initials upon execution. It is agreed that by doing so, the CLIENT understands this process will constitute the initialing request for each and every Article. The CLIENT agrees to read each Article carefully as though he/she were initially each Article individually. Otherwise, Client will print this agreement and initial each by hand.

Initial

4. INSPECTOR agrees to perform a visual inspection of the residence and to provide Client with a written report 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 inspection report will be sent to the Client AND Client's realtor via email within 48 hours following the date of the scheduled inspection, or earlier if requested. If Client does NOT want a copy of the Inspection Report to be sent to his/her realtor, client MUST inform inspector via email to info@accuhomeinspections.com before the date of inspection. (NOTE: "home inspection" means an opinion as to the condition of a dwelling based primarily on a non-invasive examination of readily accessible features and components of the dwelling. "Dwelling" means a residential dwelling and includes a garage or carport whether attached or not).

Initial

5. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. A copy of the Standards is available at <http://www.nachi.org/sop.htm> . INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI"). CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. The CLIENT acknowledges and agrees that he/she has had the opportunity to review, including seeking legal advice if needed, and understands the Standards of Practice incorporated in this Agreement posted at <http://www.nachi.org/sop.htm>.

Initial

6. The CLIENT shall be responsible for obtaining permission from the home owner (and anyone else whose permission is required) for the inspector to enter and access the Property in order to perform the inspection. If access is not permitted at the time of inspection, 50% of the inspection fee will be charged to the CLIENT. If cancellation occurs within 24 hours of the scheduled inspection time, 50% of inspection fee is applicable. The CLIENT is encouraged, at their own risk, to accompany the INSPECTOR during the inspection, and accepts responsibility for the consequences of electing not to do so.

Initial

7. The CLIENT acknowledges and agrees that (a) the Inspector is a generalist and not a specialist and has only a very limited time to perform a visual inspection that is non-invasive and non-exhaustive; (b) the Report constitutes an opinion of the condition of the Property at the time of the inspection, based solely on a visual inspection of those major elements, systems, and components of the Property that are easily accessible and visible to the Inspector at the time of the Inspection; (c) some deficiencies may not be noted by the Inspector; (d) it is up to the Client to obtain an expert opinion in dealing with any remedies to deficiencies. Should any secondary testing be required it is up to the Client to arrange such testing; (e) a listing of minor building flaws or minor repairs and maintenance items will not be provided, except as a courtesy, at the inspectors discretion; (f) the contract does not include an inspection or testing of any outbuildings; asbestos, molds, fungi, environmental concerns or hazards; radon, formaldehyde, lead paint, toxic or flammable materials, UFFI (Urea-formaldehyde foam insulation), nor does it include any investigations, concerns or conditions with regard to the air, water, soil, or building materials; (g) the contract does not include an inspection for pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; window seals; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; potable water; water quality/quantity; water wells; septic tanks or fields; heating systems accessories; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, fences, trees, plants or any landscaping related items; (h) the inspection will NOT address systems, items, conditions including, but not limited to governing codes, ordinances, statutes and covenants; manufacturer specifications; land subsidence, or other geological problems. The Client understands that these systems, items and conditions are exempt from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represents an inspection.

Initial

8. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, including wood foundations, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log or wood foundations or roofs or similar defects.

Initial

9. The CLIENT acknowledges and agrees that the condition of only a certain few systems, components and equipment located in or at the Property may be randomly sampled by the Inspector. Examples include, but may not be restricted to, window/door operation, electrical receptacles, switches and lights, cabinets, mortar, masonry, paint and caulking integrity, roof covering materials, and examination of interior and exterior surfaces for signs of moisture ingress.

Initial

10. The INSPECTOR is neither responsible nor liable for the non-discovery of any latent defects in material, workmanship, or other considerations of the dwelling, or other problems which may occur or may become evident from such items ("latent defect" means a defect that cannot be discerned through a reasonable visual inspection). The report is only supplementary to the seller's disclosure.

Initial

11. The CLIENT acknowledges and agrees that at the time of inspection the Inspector may report exclusions of systems and components normally inspected as inaccessible due to weather and/or safety concerns including building construction; obstructions or likewise.

Initial

12. The CLIENT acknowledges and agrees the written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. The Client acknowledges that it may be necessary to confer directly with authorities to confirm whether the dwelling meets Building Code or By-Law requirements.

Initial

13. The CLIENT acknowledges and agrees: (a) in the event the Client makes a Claim against the Inspector or Inspection Company and does not succeed in proving such Claim, the Client will pay all legal fees, legal expenses, and costs incurred by the Company and the Inspector in their defense of such Claim; (b) the inspection and the inspection report to be provided to the Client are for the sole use of the Client. The INSPECTOR shall not be responsible for any use by anyone else of the inspection report or any other information provided; (c) The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business in Calgary, Alberta, Canada

Initial

14. The CLIENT acknowledges and agrees that in the event of any discrepancy, apparent or otherwise, between the state of the Property and the Report, that the Client will notify the Company of such discrepancy and allow the Company to send an Inspector to re-inspect the alleged discrepancy BEFORE the Client or agents, employees, or independent contractors repairs, replaces, alters, or modifies the alleged discrepancy in any way. The Client further acknowledges and agrees that any failure to notify the Company and provide an opportunity for such re-inspection shall constitute a waiver of any and all claims that the Client may have against the Company or the Inspector with regard to or relating to such discrepancy.

Initial

15. The CLIENT acknowledges and agrees (a) the inspection does not determine whether the property is insurable. The Client is responsible for contacting his/her insurance company to ensure that any/all questions/information that may be required by the inspector for insurance purposes is obtained BEFORE the inspection begins; (b) the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected; (c) the Inspection will not include an appraisal of the value or a survey; (d) INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.

Initial

16. The CLIENT acknowledges and understands: (a) AccuHome Inspections Inc. is a team of qualified, insured and bonded home inspectors registered with and regulated by the Alberta government. Each individual has its own company name but are contractors solely for AccuHome Inspections Inc. to perform full and partial home inspections and/or thermal imaging inspections; (b) the names of the home inspectors with his/her company name is identified at the bottom of the Inspection Agreement accompanied with his/her business license number.

Initial

17. This Agreement, including the terms and conditions of the agreement and the Standards of Practice represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the Province/State of the location of the dwelling.

Initial

18. The Client acknowledges and understands: (a) the Inspection Agreement must be executed by each signatory before the time of inspection; (b) the Client will return a copy of the executed Inspection Agreement to the Inspection company and/or the Inspector before the inspection begins; (c) the Client acknowledges and accepts that by electronically signing this Inspection Agreement, he/she has read and understood this entire Agreement, and the Standards of Practice posted on <http://www.nachi.org/sop.htm> ; (d) the Client acknowledges he/she will retain a copy of the fully executed Agreement and the accompanying Standards of Practice for future reference.

Client Signature _____ dated _____
Printed name of Client (Client Name)
(Client billing address) (City) (Province)

Client Signature _____ dated _____

Inspector's Signature _____ Date: (Date)
Printed Name of Inspector: (Inspector Name), CMI (*Certified Master Inspector*)
AB Full Home Inspector License #: 332409; AccuHome Inspections Inc License # 332407
InterNACHI License #:NACHI 08060302