

# HOME INSPECTION AGREEMENT / RECEIPT

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

Address to be Inspected: \_\_\_\_\_

Inspection Date: \_\_\_\_\_ Time Start: \_\_\_\_\_ Time Finish: \_\_\_\_\_

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

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

Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_ Cellular #: \_\_\_\_\_

Business #: \_\_\_\_\_ Client E-Mail Address: \_\_\_\_\_

Date that Inspection report will be provided to Client: \_\_\_\_\_

The Home Inspection business shall provide the client with a copy of this contract at the time the contract is signed.

Payment due upon completion of Inspection.

*I/we, the above named client(s), request an inspection of the inspection address noted above. The inspection is to be performed by the noted inspection company (firm) in accordance with the CanNACHI Standards of Practice which includes roofing, flashings and chimney; exterior, including lot grading, walkways, driveways, retaining walls, patios and decks; structure; electrical; heating; heat pumps and cooling; insulation; ventilation; plumbing; and interior.*

*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. 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. Also, this inspection does not include an inspection of any outbuildings or other structures not attached to the dwelling other than a garage or carport.*

*I/we have read, understand and accept the terms & conditions as outlined here and on the back side of this page entitled "**What to Expect from Your Home Inspection**". I/we 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 Base Fee paid for this inspection. I/we also understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialties and would cost substantially more than the fee paid for this limited visual inspection. **Client please initial here:** \_\_\_\_\_*

Inspection Company: (name, address, phone number, e-mail address) \_\_\_\_\_ Rival Home Inspections

\_\_\_\_\_ 723B – 372 Highway 7 E Richmond Hill On L4B 0C6 \_\_\_\_\_ 905-922-5437 \_\_\_\_\_ rival@rogers.com

Inspectors Name (who will be conducting the inspection): \_\_\_\_\_ Troy Rack \_\_\_\_\_ Cert. #: \_\_\_\_\_ CnON130501-TR

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Inspector Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## RECEIPT

Base Fee: \_\_\_\_\_

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

Ancillary Fees: \_\_\_\_\_

Received By: \_\_\_\_\_

Tax: \_\_\_\_\_

Date Received: \_\_\_\_\_

Total Fee: \_\_\_\_\_

## What to Expect from Your Home 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. It is not intended to be an exhaustive list. The ultimate decision of what to repair or replace is yours. One homeowner may decide that certain conditions require repair or replacement, while another will not. 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. Conditions 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 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 are not part of the final report. The Inspection is not Building Code or By-Law compliance.

**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. If you are concerned about any conditions noted in the Home Inspection Report, we strongly recommend that you consult a qualified Licensed Contractor or Consulting Engineer. These professionals can provide a more detailed analysis of any conditions noted in the Report.

**4. Report is for Our Client Only:** The inspection report is for the exclusive use of the client named herein. No use of the information by any other party is intended.

**5. Not an Insurance policy, guarantee or warranty:** 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. Additionally, neither the Inspection nor the Inspection Report are substitutes for any real estate transfer disclosures which may be required by law.

**6. Duty to Disclose:** The CLIENT pledges to provide all documents and information that are required for the performance of the INSPECTION COMPANY services, namely the Agreement of Purchase and Sale and all Schedules if these contain information related to the condition of the property, the Owners / Seller's declaration and all warranty documents. The CLIENT also pledges to disclose to the INSPECTION COMPANY any known defects, whether apparent or not, and any problem that may affect the integrity and use of the property of which he/she is aware.

**7. Limit of Liability / Liquidated Damages:** The liability of the HOME INSPECTOR and the INSPECTION COMPANY arising out of this Inspection and Report, for any cause of action whatsoever, whether in contract or in negligence, is limited to a refund of the Base Fee that you have been charged for this inspection. Refund excludes any Ancillary Fees such as, but not limited to: insurance reports, shipping and handling, laboratory and sampling fees, etc.

**8. 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.

**9. Severability & Litigation:** This AGREEMENT shall be governed by Ontario law. If any portion of this AGREEMENT is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties. 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.

**10. Limitations Period:** Any legal action arising out of this AGREEMENT or its subject matter must be commenced within one year from the date of the inspection or it shall be forever barred. The CLIENT understands that this limitation period may be shorter than the statute of limitations that would otherwise apply.

**11. Environmental Concerns:** The inspection will not address environmental concerns including, but not limited to: air quality, molds, water quality/quantity, sealed/underground fuel storage tanks, urea-formaldehyde foam insulation, asbestos, radon gas and toxins, etc. We do not look for lead or other toxic metals in such things as pipes, paint or window coverings. 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.

**Where Inspectors are qualified to carry out such inspections or testing, they may do so after receiving approval from the client and for an additional fee.**

**12. Other Services:** It is understood and agreed to by the parties hereto that all the provisions, limitations, exceptions and exclusions of this agreement shall apply to any optional services entered into by the parties.

**13. 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.

**14. Time to investigate:** We will have no liability for any claim or complaint if conditions have been disturbed, altered, repaired, replaced or otherwise changed before we have had a reasonable period of time to investigate.

**15. Cancellation Fee:** At the discretion of the inspector (typically if no follow-up inspection is arranged), a 50% cancellation fee will be required for inspections cancelled within 24 hours of the confirmed inspection start time.

**16. 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).

**17. Indoor Air Quality Testing:** Rival Home Inspections strongly recommends Indoor Air Quality Testing with every home inspection to detect the possible presence of hidden mold contamination. Potential health effects and symptoms associated with mold exposures includes allergic reactions, asthma, headaches, fatigue, skin rashes and other respiratory complaints. Sampling shall be completed in accordance within the IAC2 Standards of Practice found at [www.iac2.org/sop](http://www.iac2.org/sop)

Customer **Declines** Indoor Air Quality Testing. ***Client please initial here:*** \_\_\_\_\_

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