

CONTRACT

Inspection Address: _____

Inspection Date: _____ Inspection Time: _____

Client(s) Name: _____
Address: _____

Home Phone: _____ Business Phone: _____
Cell Phone: _____ Email: _____

Base Fee: \$ _____
Tax: \$ _____
Total: \$ _____ payable before or at the time of the inspection

THIS CLAUSE LIMITS THE LIABILITY OF THE HOME INSPECTOR. PLEASE READ CAREFULLY BEFORE SIGNING

The inspection of this property is subject to the Limitations and Conditions set out in this Agreement. The report is based on a visual examination of the readily accessible features of the building.

The inspection is performed in accordance with the *Standards of Practice of the Ontario Association of Home Inspectors*. A copy of these standards has been provided for you with this report. The attached report represents the **inspector's opinion** of the present observable condition of the property. While the inspection may reduce your risks of home ownership, it will not eliminate all risk and as such the inspection is not a guarantee, warranty or insurance policy to the fitness of the property. **Neither the inspector nor inspection firm will assume any risks related to the home's future performance or lack thereof. The inspector and inspection firm assume no responsibility for the cost of repairing or replacing any reported or unreported defects or conditions or any future repairs or failures of any kind.**

You are advised to read and understand the entire report before making your final purchase decision.

The liability/liquidated damages of the home inspector and the Home Inspection Company arising out of this Inspection and Report, for any cause or action whatsoever, whether in contract or in negligence, is limited to a refund of the fees that you have been charged for this inspection.

I acknowledge I have read, fully understand and accept all of the terms of this agreement including the Limitations and Conditions on the following pages.

Client Signature: _____ Date: _____

I am the Authorized Representative _____ Date _____

On Behalf of: Sureview Inspection Services Ltd.

Payment Received in Full: (Signature) _____

Home Inspector: _____

Note: The inspection report is for the exclusive use of the client named above. No use of the information by any other party is intended.

THIS CONTRACT LIMITS THE LIABILITY OF THE HOME INSPECTION COMPANY. PLEASE READ CAREFULLY BEFORE SIGNING.

SCOPE OF INSPECTION-The inspection is performed in accordance with the Ontario Association of Home Inspectors (OAH) **Standards of Practice (SOP)** which explains what an inspector must do and is **NOT** required to do. The inspection is a **visual inspection only** and is limited to the general readily accessible/observable systems and components of the home at the time of inspection. No invasive or destructive testing will be performed. In addition to the limitations listed in the SOP, the inspection of this property is also subject to the Limitations and Conditions set out in this agreement.

LIMITATIONS AND CONDITIONS OF THE HOME INSPECTION

The inspection provides a general overview of the more obvious significant major repairs that are needed at the time of inspection. While some less significant and / or items not required to be reported may be identified at the discretion of the inspector, **an all inclusive list of minor or cosmetic flaws will NOT be provided.** The ultimate decision of what to repair/replace is yours. One homeowner may decide that certain conditions require repair or replacement, while another will not. An annual budget of at least 1% of the home's value should be allowed for maintenance and unforeseen repairs. . **Failure to regularly maintain the property and make necessary or advised repairs will likely result in further damage and added costs.**

(1) NOT CODE COMPLIANCE OR ENGINEERING INSPECTION The inspection will not determine acquisition of the various required permits or compliance with any building codes, including but not limited to gas codes, electrical codes, plumbing codes, by-laws or engineering specifications structural or geological (soil) stability. **Lack of permits** for additions, decks, structural alterations, finished basements etc may result in improper work/materials, damage, problems, safety and insurance issues and possible fines. This inspection does not determine the legality of any basement apartments or accessory dwelling. Enquiring with the current owner and municipality is advised before purchase. The home inspector is a "generalist" and is not acting as a Licensed Engineer or Specialist in any craft or trade and as such may refer the client to specialist(s) for further evaluation of certain items. **Where the report indicates further review, evaluation etc. it is important you do this before making a final purchase decision and signing any waivers.**

(2) NOT TECHNICALLY EXHAUSTIVE The inspector only has limited time in the house and thus the inspection is not technically exhaustive and **will not identify 100% of problems.** Also, as a result of the limitations of a visual inspection, some detectable deficiencies may go unnoted in the inspection report. Only a representative sample of identical items such as bricks, windows, doors, electric outlets etc. will be inspected and as such some visible issues may go unreported. Some conditions noted, such as foundation cracks or other signs of settling, may either be cosmetic or may indicate a potential problem that is beyond the scope of the home inspection. The inspector will not predict life expectancy of items, but may offer an opinion based solely on the typical life cycle of a system or component. If you are concerned about any conditions noted in the report or anywhere the report indicates **further review etc.**, you are strongly advised to consult a qualified Licensed Contractor or Engineer. These professionals can provide more detailed analysis at an additional cost. **Household appliances, TV cable, telephone, alarms, intercoms, and other low voltage items are not inspected.**

(3) OPINION OF THE PRESENT CONDITION OF VISIBLE COMPONENTS The inspection report is an **opinion** of the present condition of the property based on a visual inspection of the readily accessible features of the building. It does not include identifying anything that is **cosmetic, concealed** underground such as drain pipes weeping tiles, storage tanks, or anything behind walls, floors, ceilings, such as wiring, heating, cooling, structure, plumbing and insulation. Home inspectors will not find defects that may only be visible when storage or furniture is moved. We don't remove wall coverings (including wall paper) or lift flooring (including carpets) or move any furniture or storage to look underneath or behind. We may not find intermittent problems such as leaks that occur only during certain weather conditions or when a specific tap or appliance is being used in everyday life.

(4) PESTS, HAZARDOUS MATERIALS/ENVIRONMENTAL ISSUES- (ASBESTOS etc.)- NOT INCLUDED Whether visible or concealed, the inspection does not include identifying or determining the presence of building materials that are now suspected of posing a risk to health, such as phenol-formaldehyde and urea formaldehyde based insulation (**UFFI**), fiberglass insulation and vermiculite insulation. **We don't identify ASBESTOS** roofing, siding, wall, ceiling or floor finishes, insulation or fireproofing nor lead or other toxic metals in such things as pipes, paint or window coverings, nor electromagnetic radiation, radon, PCB's, Chinese drywall, past use of insecticides, fungicides, herbicides, past use of chemical termite treatments, pests (animals), of any kind including but not limited to squirrels, raccoons, birds, rodents, cockroaches, ants, termites or any other wood destroying insects, prior use as grow house or methamphetamine lab or any other illegal activity.

(5) AIR QUALITY IN BUILDING (MOLD etc.) - NOT INCLUDED Whether visible or concealed, the inspection does not include identifying or determining the presence of any irritants, pollutants, or contaminants in or around the building. **The inspection does not include MOLD, spores, fungus, or mildew** that may be present. You should note that whenever water damage is noted in the report there is the possibility mold or mildew may be present unseen behind a wall, floor or ceiling. **We strongly recommend contacting an Environmental Consultant if anyone in your home suffers from allergies or sensitivity to poor air quality and/or you have concerns. These professionals can assist at an additional cost.**

(6) WE DON'T LOOK FOR BURIED TANKS The inspector does not look for and is not responsible for any kind of storage tank that may be buried on the property such as fuel oil, septic, holding, or gasoline. If the home was ever heated using oil there is always a possibility of a buried tank remaining on the property. You may be responsible for removal and safe disposal of any tanks and contaminated soil. If you suspect a buried tank, we strongly advise you to contact a qualified Environmental Consultant to determine whether or not this is a potential problem.

(7) 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

(8) NOT A GUARANTEE, WARRANTY OR INSURANCE POLICY The inspection can reduce the risk when purchasing a property but will not remove all risk. The inspection is not a guarantee or warranty or an insurance policy with regard to the fitness of the property. The inspector will not assume any risk in connection with this home's condition, deficiencies, performance or lack thereof.

(9) 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.

(10) LIMIT OF LIABILITY/LIQUIDATED DAMAGES The liability of the Home Inspector and Home Inspection Company arising out of this Inspection and Report, for any cause or action whatsoever, in contract or in negligence, **is limited to a refund of the fees you have been charged for this inspection.**

I acknowledge I have read, fully understand and accept all of the above Limitations and Conditions and Scope of this Home Inspection.

Client Signature _____ **Date** _____

I am the Authorized Representative _____ **Date** _____