



Inspection Contract

This contract is an agreement between the client and, *The Home Inspector* [THI], to perform a visual building inspection according to the "[Standards of Practice](#)" of the Ontario Association of Home Inspectors [OAH]. The inspection is a reasonable effort to disclose the conditions of the building based on a visual inspection of accessible features. The purpose and scope of this inspection is to provide you, the purchaser, with a better understanding of the property's condition as observed at the time of the inspection. It includes: Structure, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interiors, Insulation, and Ventilation Systems and specified components of each. The OAH standards of practice prescribe that these systems and specified components must be inspected and reported upon. It also states which systems are not to be inspected and which services the inspector shall not be required to perform.

The goal is to identify major defects requiring a potential expense of approximately \$2,000 or more over the short term and to provide the purchaser with a better understanding of the present conditions of the building. While some deficiencies of lesser importance are addressed an all inclusive list of minor building flaws is not provided.

THI will not operate heating or cooling systems in temperatures that may cause damage. Air conditioning systems will not be operated by THI in outdoor temperatures below 65° F . Furnaces must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems (i.e. gas fireplace, wall heaters). THI does not inspect heat exchangers for cracks. Plumbing and electrical must be turned "on" for the inspection of these systems and components. Well or spring water systems, their pressure, depth, water level or condition is not part of this inspection. Septic fields and tanks are not inspected and are not part of this contract. This inspection does not include detached buildings or garages unless financial arrangement has been specified ahead of time.

This is not intended to be a Building Code or Municipal Bylaw compliance inspection. The Standard of Practice does not include the inspection of, or any part of testing for, or determining whether or not conditions exist, such as: asbestos; formaldehyde; soil or geological conditions; pools and or equipment related to pools, spas or whirlpools; pests, vermin, termites or wood eating insects; elevators or elevating devices; solar energy systems; refrigeration units; water filtration or conditioning systems; security, intercom, telephone, cable, satellite or other low voltage systems; window treatments or coverings; central vacuum; or lightning arrestors.

THI assumes no liability, whether in contract or in tort, and including negligence of the company for:

- a)the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth of or presence of; or
- b)any costs or expense incurred to present, respond to, test for, monitor, abate, mitigate, remove, clean-up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of; or
- c)the actual or alleged failure to detect, report, test for, monitor, clean-up, remove, contain, dispose of, treat, detoxify, neutralize, or in any way respond to, assess the affects of or advise of the existence of;

Any FUNGI or any spores, mycotoxins, odours, or any other substances, products or by-products produced by, released by, or arising out of the current or past presence of FUNGI. 'FUNGI' means any form of fungus, including but not limited to yeast, mould, mildew, rust, smut or mushroom.

The inspection report is an "opinion" of THI. You are strongly encouraged to be present at the time of your inspection so we will both have an understanding of each other's perspective. The client accepts responsibility for incomplete information if the Client did not attend the inspection. Our purpose is to determine whether or not a system or component is functioning in the manner in which it was intended. We are not responsible to determine all that may be wrong with a system or component or to provide cost estimates for repair or replacement. We need only determine whether or not a second opinion is required from a licensed professional, such as an electrician, HVAC contractor, engineer, environmental specialist or any other specialist that may be required given the specific concerns which arise during the course of an inspection. It is up to the Client, the person signing this contract, to seek qualified specialists to investigate further any item or component that is commented on in the inspection report and to do so prior to signing waivers or before closing the transaction.

A general rule of thumb is that an average figure of one percent (1%) of the value of the house should be set aside for annual maintenance and repairs.

Each building has many identical components, such as electrical outlets and windows. A representative sample of these items will be checked. The inspection may be limited where areas are not readily accessible, not available for inspection, or pose an unreasonable safety risk to the inspector. Each inspection is different in these regards, as each house is different, and therefore some deficiencies that could be detectable may go un-noted.

The inspection is not a guarantee nor does THI guarantee any items or opinions described on this report. The risk of purchasing can be reduced, however THI cannot eliminate risk nor will THI assume any risk. THI is not a home warranty company. Warranties may be purchased by homebuyers from separate, independent agencies or companies if desired.

The cost of the home inspection is based upon heated square footage of the home to be inspected. Payments must be made at the time of inspection. THI agrees to provide you with a report within three business days or sooner when you provide a correct and current email address.

By payment of our fee and the client's signature, the client acknowledges and understands and agrees to the statements and terms contained herein, and will hold THI harmless to any claims made. The client assumes all risk for problems noted in this report that may include concealed damage which is revealed during the course of repair or through further investigation by a qualified specialist. Your signature below is your acceptance of these terms and conditions.

THI MUST RECEIVE ACCEPTANCE OF THIS AGREEMENT BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN.

You may fax a signed copy with to 905-201-6001 OR

YOU MAY REPLY BY EMAIL WITH APPROVAL AFTER REVIEWING THIS DOCUMENT.

FILE # _____

CLIENT NAME(S): _____

PRESENT ADDRESS: _____

(or Billing Address) Street City Province Postal Code

TELEPHONE: _____

EMAIL ADDRESS: _____

EMAIL ADDRESS: _____

INSPECTION ADDRESS: _____

Street City Province Postal Code

INSPECTION DATE: _____ TIME: _____

BUILDING DESCRIPTION: Age _____ Size _____ Basement Finished yes / no
Other details (ie. apartments, additions, split levels, location, etc) _____

Minimum (Base) Fee: \$325.00

Adjustments:

Subtotal:

GST (869705335) _____

Total Fee: \$ _____ Due at time of inspection

I have read the above contract and the Standards of Practice and agree to the terms as specified.

SIGNATURE _____ DATE _____ TIME _____

PLEASE COMPLETE THE FOLLOWING THREE PERMISSION STATEMENTS.

1. The client's realtor _____, has permission to receive a copy of this report.
YES NO (circle one) _____ initials
2. The client's Realtor or real estate agency (fill in blank above) has permission to forward a copy of this report to a third party involved in the transaction?
YES NO (circle one) _____ initials
3. I hereby grant permission for this report to be posted on-line at Homegauge.com and that it be designated as "Public". This will allow a specified URL to be provided for my use or the use of an authorized third party (e.g. the party named in 1 above).
YES NO (circle one) _____ initials

INSPECTOR'S SIGNATURE _____

James Wyatt Buren, BA, CEA, RHI
O.A.H.I Registration # 0193