

PROPERTY INSPECTION CONTRACT

REF # _____

BETWEEN: **LYNCH BUILDING INSPECTION SERVICES LTD.**
803 Silica Street, Nelson, BC, V1L 4N5
Nelson: 250-352-2300 Castlegar: 250-365-1121

INSPECTOR: _____

DATE: _____

AND: _____
(Client)

Fee payable at time of receipt of Inspection Report:

BASE FEE: \$ _____

ADDITIONAL FEE: \$ _____

TAX (HST 12%) \$ _____

TOTAL FEE: \$ _____

RE: _____
(Subject Property Address)

HST # 13649 9480 RT

SCOPE OF INSPECTION

1. The INSPECTOR will perform a VISUAL INSPECTION of the readily accessible and visible areas of the major systems and components of the Primary Residence on the Property and certain built-in equipment and improvements. The inspection and report are not intended to reflect on the market value of the property nor to make any recommendation as to the advisability of purchase.
2. The condition of certain systems, components and equipment will be randomly sampled by the inspector. Examples of such systems, components and equipment are window/door operation and hardware, electrical receptacles, switches and lights, cabinet/countertop mounts and functions, insulation depth, mortar, masonry, paint and caulking integrity and roof covering materials. Furniture, rugs, appliances, stored items, etc. will not be moved for the inspection.
3. The INSPECTOR will give a professional opinion on whether those items inspected are performing their intended function at the time of the inspection or are in need of immediate repair. The inspection and report are based upon observations of conditions that exist at the time the inspection was performed.
4. Cost estimates, if provided, are "ballpark" estimates only and are not intended to be relied upon by any person for accuracy. The CLIENT should obtain written bids from qualified licensed contractors in order to determine the possible cost of repairs.

LIMITATIONS

9. **THE INSPECTION AND REPORT ARE NOT INTENDED NOR ARE TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE FUTURE ADEQUACY, PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. THE INSPECTOR IS NOT AN INSURER OF ANY INSPECTED CONDITIONS.**
10. Weather conditions may limit the extent of the inspection process; the client hereby releases the inspector for omissions or inaccuracies in the inspection report arising as a result of weather conditions existing at the time of inspection.
11. The CLIENT will notify the INSPECTOR of any incident giving rise to a claim within 30 days of its discovery and allow the INSPECTOR to examine the conditions prior to the performance of repairs. This is a condition precedent to the CLIENT's claim.
12. The CLIENT acknowledges and agrees that the INSPECTOR'S liability for all claims arising from the provision of services pursuant to this contract shall absolutely cease to exist after a period of one year from the date of the Inspection Report. Following the expiry of the one year period the CLIENT shall have no claim whatsoever against the INSPECTOR.
13. It is understood and agreed that should the INSPECTOR be found liable for any loss or damages resulting from a failure to perform any obligations, including but not limited to negligence, breach of contract, or otherwise, then the liability of the INSPECTOR shall be limited to a sum equal to the amount of the fee paid by the CLIENT for the Inspection and Report.
14. The INSPECTOR shall not be liable to the CLIENT for the cost of any repairs to, or replacement of, any system, component, or equipment undertaken by the CLIENT without prior consultation with the INSPECTOR.
15. In the event that the CLIENT claims damages against the INSPECTOR and does not prove those damages, the CLIENT shall pay all legal fees, arbitrator/mediator fees, legal expenses and costs incurred by the INSPECTOR in defense of the claim.

OUR STANDARDS

5. This inspection is performed in accordance with the **Code of Ethics and Standards of Practice of the Canadian Association of Home and Property Inspectors (CAHPI), a copy of which is attached to this report.**
6. The INSPECTOR certifies that this inspection is totally unbiased and objective and she/he is not associated with any seller, contractor, lawyer or Realtor and therefore has no anticipated financial interest in this property.

CONFIDENTIALITY OF REPORT

7. The Inspection Report is for the sole, confidential and exclusive use and possession of the CLIENT and will not be disclosed to third parties such as real estate agents, sellers, or lenders without the express written consent of the CLIENT.

Permission Granted: _____

8. The CLIENT shall protect and indemnify the INSPECTOR from and against any claim against the INSPECTOR by any such third party arising from disclosure of the Inspection Report.

ACCEPTANCE AND UNDERSTANDING

16. By signing this Property Inspection Contract the CLIENT acknowledges, covenants and agrees that:
 - a) The CLIENT understands and agrees to be bound by each and every provision of this contract;
 - b) The INSPECTOR has not made any representations or warranties other than those contained in this Contract;
 - c) The CLIENT shall pay the fees described above to the inspector without set-off or deduction.

INSPECTOR

Date

CLIENT

Date