

## **VISUAL PRE-PURCHASE HOME INSPECTION AGREEMENT**

This Pre-Purchase Visual Home Inspection Agreement [the "Agreement"] is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ between the Client and St. Lawrence Valley Home Inspections 2137916 Ontario Inc.

Client Name \_\_\_\_\_

Client Address \_\_\_\_\_

Client Tel \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Client E-mail \_\_\_\_\_

Inspector Name \_\_\_\_\_

Inspection Company: 2137916 Ontario Inc.

Hereinafter called the "Client" and "Inspector" respectively. Collectively the "Parties". St. Lawrence Valley Home Inspections 2137916 Ontario Inc. hereinafter called the "Company".

**Property to be inspected:** [hereinafter called the "Property"]

Property address \_\_\_\_\_

City \_\_\_\_\_

Inspection Date \_\_\_\_\_

Fee \$ \_\_\_\_\_

Tax \$ \_\_\_\_\_

Total Fee \$ \_\_\_\_\_

**Please read carefully before signing.**

The visual inspection of the 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 systems and components** of the building.

The Inspection is performed in accordance with the **Standards of Practice** as set out by the Ontario Association of Home Inspectors (OAHI)/Canadian Association of Home and Property Inspectors – Ontario (CAPHI-ONT). A copy of these Standards has been provided.

We/I understand that legal liability of the inspector, the Company, its officers and agents for damages arising from action or inaction, however caused, is limited to the amount of the fee paid for this inspection.

**Initial(s) here** \_\_\_\_\_

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This agreement must be read in its entirety for the Parties to fully understand the Visual Pre-Purchase Home Inspection, its terms, conditions, limitations and exclusions. This Agreement must be signed and initialed where applicable, by the Parties, prior to the start of the Visual Pre-Purchase Home Inspection [hereinafter the "Inspection"] if the Client wishes the Inspector to proceed with the Inspection at the appointed time and place. The signatures/initials confirm that the Parties understand and accept to be bound by the terms, conditions, limitations and exclusions contained in this Agreement.

Client Signature 1 \_\_\_\_\_

Client Signature 2 \_\_\_\_\_

Inspector's Signature \_\_\_\_\_ on behalf of St.  
Lawrence Valley Home Inspections 2137916 Ontario Inc.

### **Limitations and Conditions**

The Inspector is willing to conduct a non-exhaustive, non-intrusive, visual inspection of certain readily accessible systems and components of the Property on the terms, conditions, limitations and exclusions detailed in this Agreement in order to provide the Client with a better understanding of the condition of the Property, as observed at the time of the Inspection. The Client accepts that the Inspector will only conduct a visual inspection of the Property on the terms, conditions, limitations and exclusions detailed in this Agreement, which includes the Standards of Practice of OAH/CAPHI-ONT for the fee specified.

The Client accepts that he/she can have an inspection carried out by another home inspection service if he/she is not prepared to have an inspection carried out on the terms, conditions, limitations and exclusions proposed by the Company.

**The home inspection provides you with a basic overview of the condition of the property.** Because of the limited time, the Inspection is not technically exhaustive. For instance, some conditions noted such as foundations cracks or other signs of settling in a house may either be cosmetic or may indicate a potential problem that is beyond the scope of the home inspection. If you are concerned about any conditions, it is strongly recommended that you consult a qualified licensed contractor or engineering specialist, at your expense, to obtain a more detailed analysis of any conditions or concerns.

An Inspection does not include identifying defects that are hidden, whether intentionally or not, behind walls, floors, ceilings or underground. This includes structure, wiring, plumbing, insulation or other materials or objects that are hidden or not readily accessible on or about the Property. Some intermittent problems may not be obvious during an Inspection because they only happen under certain conditions. Inspections will not find conditions that may be only visible when storage, furniture or other objects are moved. An Inspection does not include the removal of wallpaper, pictures, lifting of flooring or the movement of objects, storage or furniture.

Water or moisture leaks, seepage, seasonal runoff and drainage problems are often only visible during or after a certain quantity of precipitation or under certain conditions. The Client accepts that it may be impossible to observe water/moisture leaks, seepage, runoff and/or drainage problems unless the Inspection is conducted during or immediately after sufficient precipitation to reveal such problems or under the circumstances which trigger such deficiencies.

The client accepts that the full scope of the Inspection may not be able to be conducted and the problems with the Property may not be identified due to a number of factors beyond the Inspector's control. Factors include, but are not limited to, seasonal conditions, weather conditions in the days preceding and on the day of the Inspection, the interaction of weather conditions and materials used in home construction, the fact that the Client is not the existing owner of the Property, the existence of hidden or latent conditions or defects, whether intentional or not, and other limitations and exclusions caused by the non-intrusive, visual nature of the Inspection.

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The Inspection does not include hazardous materials that may be latent or behind walls, floors, ceilings or underground at/on the Property. This includes, but not limited to, building materials that are now suspected of posing a risk to health such as formaldehyde products, asbestos, fiberglass insulation, and vermiculite insulation. The Inspector does not identify asbestos roofing, siding, walls, ceilings, floor finishes, insulation or fireproofing. The Inspection does not investigate for lead or other toxic metals in such things as pipes, paint or window coverings.

The inspection does not deal with environmental hazards such as the past use of insecticides, fungicides, herbicides, pesticides or other chemical treatments in and around the Property.

The Company takes no responsibility for and does not comment on the quality of air in a building. There is no determination of irritants, pollutants, contaminants or toxic materials in or around the Property. The Inspection does not include the determination of spores, fungus, mold or mildew including that which may be present behind walls, under floors, ceilings or elsewhere on the Property. It is important to understand that whenever there is water damage, there is a possibility that mold or mildew may be present, unseen, behind walls, floors, ceilings or elsewhere. If anyone suffers from allergies or heightened sensitivity to quality of air, it is strongly recommended that you consult a qualified environmental consultant who can test for toxic materials, mold and allergens at your expense.

The inspector does not look for and is not responsible for fuel oil, septic, gasoline tanks or other objects that may be buried on the Property. If fuel oil or other storage tanks remain on the Property, you may be responsible for their removal and the safe disposal of any contaminates. If you suspect there is a buried tank or any contaminates, it is strongly recommended that you retain a qualified environmental consultant to determine whether this is a potential problem.

The Clients accepts that a visual inspection is **not** exhaustive. The fee charged for this General Inspection is less than that of a technically exhaustive inspection which would involve a number of professionals, a longer inspection and a significant increase in the cost of the inspection. If the Client wishes a more comprehensive inspection that would require more time or a specialized or detailed review, the Client would be required to pay additional fees for such services with a separate contract.

We/I have read, understood and accepted the above Limitations and Conditions of this Inspection. We/I understand this is not a guarantee, warranty or insurance policy.

This contract shall be deemed given, received and in force when transmitted electronically to 613 933 7201 or e-mailed to mike@slvhi.com

Client Signature 1 \_\_\_\_\_

Client Signature 2 \_\_\_\_\_

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

Representing St. Lawrence Valley Home Inspections – 2137916 Ontario Inc.