

THIS PROPERTY INSPECTION CONTRACT (the "Contract") made this ..... day of ..... 200.....between  
Client Name:.....( the "Client") Phone #.....and  
GRIFFIN Home Inspection Services Inc. ( the "Inspector")  
In relation to property located at:.....( the "Subject Property")

**THE CLIENT AND THE INSPECTOR ACKNOWLEDGE AND AGREE AS FOLLOWS:**

- (1) The Client hereby requests that the Inspector perform an inspection of the Subject Property and prepare a Written Report thereof subject to the following limitations and conditions, each of which are acknowledged, understood and accepted by the Client;
- 1-The inspection shall be performed in accordance with the Standards of Practice of the Canadian Association of Home and Property Inspectors (BC), a copy of which is attached hereto as Schedule "A" and initialed by the Client; .....
  - 2-The Inspection Report constitutes an opinion of the Present Condition of the Subject Property based on a visual inspection of the readily accessible and visible major systems, components and equipment of the Primary Residence on the Subject Property;
  - 3-The Inspection and the Inspection Report **DO NOT** constitute a guarantee, warranty or an insurance policy;
  - 4-The Client is encouraged to participate in the visual inspection process and accepts responsibility for the consequences of electing not to do so, ie incomplete information being available to the Inspector. The Client's participation shall be at the Client's own risk for injuries, falls, property damage, etc;
  - 5-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, hardware and screens, electrical receptacles, switches and lights, cabinet/countertop mounts and functions, insulation depth, mortar, masonry, paint and caulking integrity and roof covering materials;
  - 6-Weather conditions may limit the extent of the inspection process; the Client hereby releases and waives any claim it may have against the Inspector for omissions or inaccuracies in the Inspection Report arising as a result of the weather conditions existing at the time of the Inspection;
  - 7-The Inspection Report is for the confidential use of the Client only and will not be disclosed to third parties such as real estate agents, sellers or lenders without the express written consent of the Client. The Client shall protect and indemnify the Inspector from and against any claim against the Inspector by any such third party arising from the disclosure of the Inspection Report thereto; **The Client authorizes the Inspector to disclose the inspection report to third parties Yes ..... No.....**
  - 8-The Client and the Inspector hereby agree that all disputes arising in relation to the inspection and the Inspection Report shall be referred to and resolved by binding arbitration pursuant to the applicable legislation governing commercial arbitrations;
  - 9-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's fees, legal expenses and costs incurred by the inspector in defense of the claim;
  - 10-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;
  - 11-The Inspector's total liability to the Client for mistakes, errors or omissions in the Inspection and the Inspection Report shall be limited to the amount of the fee paid for the Inspection.

- (2) By signing this Property Inspection Contract the Client acknowledges, covenants and agrees that:
- 1-The Client understands and agrees to be bound by each and every Provision of this contract;
  - 2-The Inspector has not made any representations or warranties other than those contained in this contract;
  - 3-The Client has had such legal advice as the Client desires in relation to the effect of this Contract on the Clients legal rights;
  - 4-Client shall pay the fees herein before described to the Inspector without set-off or deduction.

- (3) Time limits for legal action:
- 1-The Client acknowledges and agrees that the time limit for commencement of legal proceedings by the Client against the Inspector for damages suffered by the Client as a result of alleged negligence or breach of contract by the Inspector shall be not later than one (1) year from the date of the Inspection Reports herein before described. From and after the expiry of one (1) year from the date of the said Inspection Report any claim of the Client against the Inspector and or the Inspector's employee's agents and servants arising from or in relation to this contract and or the services provided hereunder shall expire and cease to exist for all purposes and the Client's right to commence proceedings against the Inspector and or the Inspector's employees, agents and servants shall thereupon be barred and cease to exist for all purposes.

- (4) 1-The fee payable at the time of the visible inspection of the Subject Property shall be as follows:

GST # 830730479

Base Fee \$.....

Additional Services \$.....

GST \$.....

**TOTAL** \$.....

Clients Signature: ..... Witness: .....

Inspectors Signature: ..... Witness: .....

Company: **GRIFFIN Home Inspection Services Inc. © 2005**