# SCOPE AND CONTRACT

**Inspection Address** 

Inspection Date & Time

2012 ANYSTREET DRIVE, ORLEANS, ONTARIO, K4T 1W1

January 29, 2019 1:00 PM

### **Client Information**

Name Shawn Smith

**Mailing Address** 

1234 LONG LANE ROAD, VARS, ONTARIO, K4W 1G6

**Phone No Home** 

Phone No Work Ph

Phone No Alternate Phone No Cell

E-mail Address

Shawn.smith@nowhere.ca

## PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

- 1. In agreeing to proceed with the inspection of the property identified above, I/we have carefully read, understood, and accepted this Service Contract, as well as the section entitled **"SCOPE OF INSPECTION"**.
- 2. I/we have been afforded advance notification to review this contract before agreeing to authorizing ALERT INSPECTION SERVICES LTD. to proceed with this inspection. Notification methods include one or more of the following: this contract was forwarded to me/us either in e-mail format; the contract was mailed to me/us; I/we have been advised that this contract was available for me/us to review at the web site of ALERT INSPECTION SERVICES LTD. (www.alertinspectionservices.ca); advertising media indicated services provided would be conducted under contract and the described the means of reviewing the contract.
- 3. I/we agree to pay the fee specified in the "Receipt" section of this Report.
- 4. I/we acknowledge that the inspection was scheduled to commence on the date noted in the information above.

The inspection of the property identified above is subject to the following Scope of Inspection.

#### SCOPE OF INSPECTION

THE STANDARDS OF PRACTICE. The inspection is performed in accordance with the Standards of Practice of the Canadian Association of Home and Property Inspectors (CAHPI). These standards explainvice Agreement what and how an inspector is required to complete an inspection. To review the standards, go to www.cahpi.ca (CANADA). In addition to the limitations in these standards, the inspection of this property is subject to the following limitations and conditions set out in this agreement.

THE INSPECTION IS VISUAL ONLY. It is based on a visual examination of the readily accessible features of the building. There shall be no inspection of concealed or inaccessible areas, personal storage or furniture will not be moved. No destructive testing or dismantling of equipment is performed; no engineering analysis or other sciences are used.

The purpose of the Home Inspection and report is to provides you with a better understanding of the condition of the home and is intended to identify those readily accessible installed systems and components which, in the professional opinion of the inspector are significantly deficient or are near the end of their service life on the day of and at the time of the inspection. Some maintenance items may be included but are not the focus of the inspection and report.

NOT TECHNICALLY EXHAUSTIVE. The Client acknowledges that the inspection is a "Snapshot in Time" based on brief, limited, observations, and that failure of the building and/or its components or systems can occur at any time, including the day after the inspection. Although care will be taken in the performance of the inspection, the client acknowledges that the inspector will not observe every square inch of the house. The Client agrees to read the entire report and to consult independent experts prior to purchase for more detailed assessments where further investigation is required in the report. Because your Home Inspector has only a limited amount of time to go through the property, the Inspection is not technically exhaustive and is not an all-inclusive list of defects. Detached ancillary buildings, fencing and recreational equipment are not inspected.

NOT A CODE COMPLIANCE INSPECTION. The inspection is not intended to determine compliance with building codes, local by-laws or other applicable laws. The inspection is not an appraisal or assessment of the advisability of purchase of the home.

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The Standard inspection and report are limited to the readily accessible components of the roofing system, exterior components, structural components, electrical system, heating and air conditioning systems, plumbing system, insulation and ventilation, interior components, fireplaces and solid fuel appliances.

The condominium inspection and report are limited to readily accessible interior components of the condominium unit located inward from the interior surfaces of the walls, floors and ceilings (Paint to Paint), and includes the electrical system, plumbing system, doors and walls, walls and ceilings, kitchen cabinets, fireplaces, and the heating and air conditioning systems, that are readily accessible including the condensing unit located on the balconies of the unit. Common use areas in common use developments are not inspected. (Rooftop units are not inspected). The Customer is advised and agrees that significant defects may exist in the common areas and elements; information on the condition of these items may be obtained from the condominium association.

THE INSPECTION EXCLUDES TECHNICALLY COMPLEX SYSTEMS OR DEVICES AND /OR THEIR COMPONENTS. The inspection and report will not address technically complex systems or devices and/or their components, including but not limited to, furnace heat exchangers, on site private water supply or waste disposal systems, swimming pools, hot tubs, spas, water purification systems, solar systems, radiant heating systems, alarm and fire detection systems, air quality control systems, radio or computer controlled devices, satellite dishes, safety, security, noise transmission, determination of odors, rodents, insurance or product recalls.

THE INSPECTION WILL NOT INCLUDE HAZARDOUS MATERIALS AND ENVIRONMENTAL HAZARDS. The Client acknowledges that the inspection will not include inspection of hazardous materials and environmental hazards including but not limited to, asbestos roofing, siding, wall, ceiling or floor finishes. The existence, competence or performance of fuel oil, septic or gasoline storage tanks that may be buried on the property or contaminants in soil. The presence of asbestos, radon gas, lead paint or other toxic metals, phenol-formaldehyde and urea formaldehyde-based insulation products, toxins, carcinogens, electromagnetic fields, toxic or flammable substances. Water or airborne illness or disease, or any form of fungi, including but not limited to yeast, mold, mildew, rust, smut or mushroom, any spores, mycotoxins, odors, or any substances, products or by-products produced by, released by or arising out of the current or past presence of fungi, contaminants in soil, water, or air. The Home Inspector does not inspect for, or comment on, the presence of wood destroying organisms, including but not limited to termites, carpenter ants, other wood destroying insects and the past use of chemical termite treatments in or around the property.

REPORT IS FOR OUR CLIENT ONLY. The Inspector and Client agree that the report shall remain the property of the Inspector. All title and copyrights in and to the report and any copies are owned by the Inspector. The Client is granted a license to use the report one time for the Client's use only, for the purposes of evaluating and/or purchasing the subject property. The Client may make one copy of the report solely for these purposes. The client agrees to maintain confidentiality of the report and reasonably protect the report from distribution to other parties except as needed to fulfill contractual requirements in order to purchase the property. If the client directly or indirectly causes the report to be distributed to any other party, the client agrees to indemnify, defend and hold harmless the inspector if any third party brings suit against us related to the inspection or report.

THE INSPECTION IS NOT A WARRANTY OR GUARANTEE. The Client agrees that all conclusions made by the inspector based on opinions expressed in the report do not constitute a warranty, guarantee or policy of insurance, either implied or expressed, or substitute for any disclosure statement whether or not it is required by law regarding the adequacy, performance or condition of any structure, item, system or component in the home, and that the inspection should not be relied on as such. The Inspector and its employees or agents are not responsible for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential losses, or bodily injury of any nature. The Inspector strongly urges the client to purchase "homeowner's warranties" that are available from various other sources.

The client agrees that the liability of the home inspector and the home inspection company arising out of this inspection and report, for any cause of action whatsoever, whether in contract or in negligence, is limited to a refund of the fees you have been charged for this inspection.

By signing below, I/we acknowledge that we have reviewed, understood, and accepted the\_ <u>SERVICE CONTRACT</u> and the <u>SCOPE OF INSPECTION</u> described above. I/we also understand that legal liability of the Inspector and the Inspection Company for damages arising from action or inaction, however caused, is limited in amount to the fee paid for this inspection.

# **SCOPE AND CONTRACT**

CLIENT'S Signature:		Date:	
RECEIPT			
Inspection Fee:		Received by:	ALERT INSPECTION SERVICES LTD.
Fee 1:			
Fee 2:		Inspector:	
Tax:	\$0.00	opcotor:	Brian Callaghan CMI,NHI,ACI,CBCO,PHPI,RHI
Total Fee:	\$0.00	Signature above acknowledges receipt of payment in full to ALERT	
HST# 88012 0993 RT0001		INSPECTION SERVICES LTD. on the "Inspection Date" noted above.	