# HOME INSPECTION CONTRACT

CLIENT : ( THE “C LIENT”)

ADDRESS:

CLIENT:

ADDRESS:

BENEFICIARY:

ADDRESS:

INSPECTOR:

 Ryan Sparks #62924

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INSPECTOR LICENSE #

 CheckHouse Home Inspections Corp.

Working for:

**Property:**

ADDRESS OF PROPERTY TO BE INSPECTED

DATE OF INSPECTION TIME

## Fees:

BASIC FEE: $

TOTAL OTHER FEES (SEE SECTION. 6 BELOW): $

GST #: $ PST #: $ TOTAL: $

This Agreement, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , B.C. by the above named Clients for the purpose of a (type of inspection). The report format will consist of a (type of report).

The report will be submitted to the Client(s) by (time) on the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_.

**Please read carefully before executing this Agreement.**

In executing this Agreement, you, the Client, acknowledge that you have had adequate time to read the Agreement in its entirety and, should you choose to do so, to obtain independent legal advice before executing this Agreement in the space immediately below and returning this Agreement to the Inspector.

**CLIENT** *(please print)* **CLIENT** *(please print)* **BENEFICIARY** *(please print)*

**CLIENT** *(signature)* **CLIENT** *(signature)* **INSPECTOR** *(signature)*

# STATEMENT REGARDING LICENSING

# Home inspectors operating in British Columbia are required to be licensed under the Business Practices and Consumer Protection Act and are regulated under that Act. The services of a home inspector are not provided on behalf of, or in affiliation with, the Province of British Columbia or the Consumer Protection and Business Practices Authority (commonly known and doing business as Consumer Protection BC. For more information on the regulation of home inspectors, what a home inspection should involve, how to select a home inspector and about your rights as a consumer, please contact Consumer Protection BC.

# TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

## Scope of Services

* 1. The Inspector will perform an inspection of the Property in accordance with the Applied Science Technologists and Technicians of British Columbia Property Inspectors (ASTTBC PI) Standards of Inspection approved by the Applied Science Technologists and Technicians of British Columbia (the ‘Inspection’):

**Please See:** [ASTTBC Standards of Inspection](http://www.checkhouse.ca/standards-of-practice/asttbc-pi-standards-of-inspection.htm) (SOI) **Initial you’ve read:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Address:** http://www.checkhouse.ca/standards-of-practice/asttbc-pi-standards-of-inspection.htm

* 1. The Inspection shall be limited to a **visual inspection** performed by direct observation of existing conditions reasonably apparent at the time of inspection in accordance with the Standards of Inspection.
	2. The Inspection will not identify or report on the presence of mould, asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, and/or soil contamination.
	3. Following the Inspection, the Inspector will provide the Client with a written Report of the Inspection (the ‘Report’), on or before the date and time specified in this contract, which will include all of the items specified in the Standards of Inspection and this contract.
1. **Liability**

**Please read carefully.**

* 1. The intellectual material amassed from the Inspections is the property of the Inspector. The Report shall be prepared for the Client’s information only and may not be used or relied upon by any other person unless that person is specifically named in this Agreement as a beneficiary of the Report, in which case the Report may also be used by the additional beneficiary named. The Client agrees to maintain the confidentiality of the Report and reasonably protect the Report from distribution to any other person. If the Client directly or indirectly causes the Report to be distributed to any other person, the Client shall indemnify, defend, and hold the Inspector harmless against the claim of any third party.
1. **No Warranty**
	1. The Inspection does not constitute a warranty, an insurance policy or a guarantee of any kind.
2. **Dispute Resolution**
	1. In the event of any Claim arising under this Agreement, the Client shall immediately give notice in writing to the Inspector of all particulars of the Claim and shall give the Inspector all reasonable opportunity to inspect the Property and, where appropriate, resolve the matters in dispute.
	2. The Client acknowledges that any failure on the Client’s part to give timely notice of all particulars of the Claim will deprive the Inspector of the opportunity to reasonably investigate and, where appropriate, resolve the Claim.
3. **Other Provisions**
	1. Payment in full is due upon the completion of the Inspection and prior to delivery of the Report.
	2. The validity or unenforceability of any provision in this Agreement shall not affect or impair the validity or enforceability of any other provision. The remainder of this Agreement shall remain in full force and effect.
	3. This Agreement contains the entire agreement between the parties, and shall be binding upon and enforceable by the parties, their heirs, executors, administrators, successors and assigns.
	4. The Client agrees to obtain permission from the seller permitting deactivation of the distribution portion of the electrical panel so that the cover may be safely removed by the Inspector to inspect the interior.
	5. The Client shall ensure the Inspector has access to the property; that a designated party provides security for the property during the inspection process and that someone responsible for the property will ensure that the property is secured upon the Inspector’s departure.
	6. This Agreement shall be construed in accordance with, and governed by, the laws of British Columbia.
	7. Where required, the singular shall be read in the plural, and the gender the masculine or feminine.
	8. Time shall be of the essence of this Agreement, save as otherwise specified in this Agreement.
4. **FEES FOR ADDITIONAL SERVICES (IF ANY):**

Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$ \_\_\_\_\_\_\_\_\_\_\_

Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$ \_\_\_\_\_\_\_\_\_\_\_

Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$ \_\_\_\_\_\_\_\_\_\_\_

Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$ \_\_\_\_\_\_\_\_\_\_\_

Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$ \_\_\_\_\_\_\_\_\_\_\_

TOTAL OTHER FEES: $ \_\_\_\_\_\_\_\_\_\_\_