

PRE-INSPECTION AGREEMENT

Between the **COMPANY**

and the

CLIENT

ALL-POINTS HOME INSPECTIONS LTD	Name
2023 Fernwood Road Victoria V8T2Y8	Address
250 213-6700	Phone

Subject property. _____

PLEASE READ CAREFULLY BEFORE SIGNING

For a fee, the COMPANY and the CUSTOMER agree to have the COMPANY conduct a home inspection, on _____ (date) 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 available for viewing at www.cahpi.bc.ca/buyer-standards.php NO search or check of municipal records is included. Latent, hidden and concealed defects and deficiencies are excluded from the inspection and report. The inspection and report do not address and are not intended to address the presence or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, carbon monoxide, lead, lead paint, asbestos, urea formaldehyde, water quality, toxic or flammable chemicals or gases and water or airborne hazards. Also excluded from this inspection and report are swimming pools, wells, onsite and offsite sewage disposal systems, security systems, central vacuum systems, water conditioning equipment, sprinklers and sprinkler systems and fire and other safety equipment. This is not an inspection for the presence of or the absence of wood destroying insects or organisms, animal urine or feces, but if observed they will be reported.
2. The Inspection Report constitutes an opinion of the Present Condition of the property based on a visual inspection of the readily accessible and visible major systems, components and equipment of the Primary residence on the property;
3. The inspection and 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, i.e. 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 conditions 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 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 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 Inspector hereby agree that all disputes arising in relation to the inspection and Inspection Report shall be referred to an and resolved by binding arbitration pursuant to the applicable legislation governing commercial arbitration;
9. In the event the Client claims damages against the Inspector and does not prove those damages, the Client shall pay all legal fees, arbitrators fees, legal expenses and costs incurred by the Inspector in defence 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 the prior consultation with the Inspector.
11. The Inspector's total liability to the Client for mistakes, errors or omission in the Inspection and Inspection Report shall be limited to the amount of the fee paid for the Inspection.
12. 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. 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 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 shall thereupon be barred and cease to exist for all purposes.

PAYMENT INFORMATION/RECEIPT		
Fee, including inspection and report agreed to above and other services,		
	Plus 5% GST	
	Total due	
Acceptance and understanding of this agreement are hereby acknowledged:		
Representing the COMPANY _____	Date _____	
Representing the CUSTOMER _____	Date _____	



CAHPI (the Canadian Association of Home and Property Inspectors), of which we are a member, insists on the use of this Agreement as a condition of membership.