

Nook 'n' Cranny Home Inspections Inc.

Agreement form

The address of the property is: _____.

INSPECTOR acknowledges receiving a Fee for the home inspection of: \$_____ Including applicable tax. HST # 838984250RT0001

THIS AGREEMENT made this _____ day of _____, 201____, by and between Nook 'n' Cranny Home Inspections Inc. (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

The Inspector agrees to perform a **visual inspection** of the subject house and to provide the Client with a documented inspection report identifying the **visually observable major deficiencies**. Structures detached from the house are not inspected unless otherwise expressly agreed.

The inspection and report will be performed in accordance with the current Standards of Practice (the "Standards") of the Canadian Association of Home and Property Inspectors (CAHPI) which are attached to this agreement. The Client agrees and understands that these CAHPI Standards are part of and are included in the terms and conditions of the inspection.

The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client. The report is non-transferable and use or reliance upon the report by anyone other than the client is unauthorized. The Client agrees to indemnify and hold harmless the Inspector from any damages, losses or claims arising out of claims against the Inspector by third parties to whom the client has released the report in contravention of this agreement.

The inspection will be performed only in readily accessible areas of the house and is limited to visual observations of apparent conditions existing at the time of the inspection only. Furthermore, conditions which change after the time of the inspection are not included in the report. In addition, **deficiencies and defects which are latent or concealed are excluded from the inspection**. The inspection is not intended to be technically exhaustive. Equipment, items and systems will not be dismantled. The inspection and report are not a conformity or compliance inspection for governmental codes or regulations of any kind. The Inspector is not required to move personal property, debris, furniture, equipment, carpeting, or like materials which may impede access or limit visibility. Recent and existing weather conditions may also limit or restrict the results of the inspection. The inspector may indicate an item's or system's life expectancy but such estimates are general in nature, should not be relied upon, and the actual life and performance may vary widely. The Inspector urges the Client to contact the owner of the inspected property to learn the age of such items and any recent problems or known defects in the property.

The inspection and report do not address and are not intended to address the possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination and other indoor and outdoor pollutants, toxic or flammable chemicals, water or airborne related illness or disease, mould, and all other similar or potentially harmful substances. The Client is urged to contact a competent specialist if information or identification or testing of the above is desired. In addition, the presence or absence of rodents, termites and other insects are also not covered by this inspection.

The parties agree that the Inspector, and its employees and agents assume no liability or responsibility 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 damage or bodily injury of any nature. The inspection and report are not intended to be used as a guarantee or warranty, expressed or implied, or as an insurance policy regarding the adequacy, performance or condition of any inspected structure, item or system. The inspection and report are also not a certification of any kind. The parties further agree that the maximum liability of the company and its employees and agents for errors or omissions during the inspection or contained in the report shall be limited to a sum equal to the company's fee for the inspection service.

The Inspector shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the Client. The Client acknowledges that the inspection cannot completely assess risk, detect all flaws or predict all occurrences and further acknowledges and agrees that, in the event that the Client purchases the inspected property, the Client assumes all risks associated with the purchase.

If any paragraph, clause, sentence or other part of this agreement is for any reason held to be invalid or unenforceable in any respect, such a decision shall not affect the remainder of this agreement, which shall continue in full force and effect.

This agreement represents the entire agreement between the parties and supersedes all previous communications. There are no oral representations or warranties of any kind. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties.

This Contract shall be construed and interpreted in accordance with the laws of the Province in which the subject property is situated.

CLIENT HAS CAREFULLY READ AND AGREES TO THE ABOVE AGREEMENT:

X _____
CLIENT OR REPRESENTATIVE

X _____
Darren St.Jacques for Nook 'n' Cranny Home Inspections Inc.