

Home Inspection Contract

Please read carefully before signing. It affects your legal rights.



ALL-POINTS
HOME INSPECTIONS LTD.

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 Business Practices and Consumer Protection 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, contact Consumer Protection BC.

THE CLIENT AND INSPECTOR ACKNOWLEDGE AND AGREE AS FOLLOWS:

Article 1- Inspection

1:1 The Client hereby requests that the Inspector perform an inspection (the “Inspection”) of the Subject Property and prepare a written report (the “Inspection Report”). The Inspection and Inspection Report are subject to the following limitations and conditions, each of which are acknowledged, understood and accepted by the Client.

- a)** “The Inspection and Inspection Report shall be performed in accordance with professional home inspection standards of practice, a copy of which is presented herewith and which forms a part of this contract. We recommend the client read the Standards of Practice to further determine the specifics of what a home inspection includes and what it does not include.”
- b)** The Inspection and Inspection Report is a limited, non-invasive and visual inspection of the readily accessible and visible major systems and components of the Primary Residence on the Property. Problems may be hidden and not reported. Minor problems may be visible and not reported. A home inspection is not, and cannot be, an exhaustive list of flaws and imperfections.
- c)** The Inspector will not be inspecting for mould, lead or asbestos. A microscope is required for this.
- d)** The Inspector will not be using invasive procedures in the inspection. Nothing is dismantled to inspect behind.
- e)** The Inspection and Inspection Report do not constitute a guarantee, warranty or an insurance policy.
- f)** The Client is encouraged, at their own risk, to attend a walk-through at the property after the Inspector has inspected the property. The Client accepts responsibility for the consequences of electing not to do so.
- g)** The condition of certain systems, components and equipment will be randomly sampled by the Inspector. Examples include, but may not be restricted to, window/door operation, electrical receptacles, switches and lights, cabinets, mortar, masonry, paint and caulking integrity, roof covering materials, and examination of interior and exterior surfaces for signs of moisture ingress.
- h)** The Inspector will not entertain paying the cost of any repairs to or replacement of any system, component, or equipment undertaken by the Client without prior consultation with the Inspector.
- i)** The Inspection Report is for the confidential use of the Client only and will not be disclosed to third parties without the Client’s consent or as otherwise required by law. The Client may disclose the Inspection Report and its contents to whomsoever they choose.

ARTICLE 2 - Restrictions on Legal Rights

2:1 In the event of any errors, omissions, breach of contract, and/or negligence by the Inspector the Client hereby agrees to the following restrictions on their legal rights.

- a) While this contract cannot limit the time for filing claims, British Columbia’s Limitation Act, with a basic limitation period of two years, may apply;
- b) In the event that the Client claims damages against the Inspector and does not prove those damages, the Client shall pay all legal fees, legal expenses and costs incurred by the Inspector in defence of the claim;

ARTICLE 3 - Acknowledgment

3:1 By signing this Inspection Contract the Client acknowledges, covenants and agrees that:

- a) The Client understands and agrees to be bound by each and every provision of this Contract.
- b) The Client has the authority to bind any other family members or other interested parties to this Contract.
- c) The Inspector has not made any representations or warranties about the terms of this Contract other than those contained in this written Contract.
- d) The Client has had such legal advice as the Client desires in relation to the effect of this Contract on the Client's legal rights.

Acceptance and understanding of this agreement are hereby acknowledged:

Between The Inspector:

All Points Home Inspections
2023 Fernwood Road
Victoria, BC V8T 2Y8
Phone & Text: 250 213-6700
E: tony@building-inspection.ca
www.building-inspection.ca

Inspector Tony Braid
License # 47194
GST # 863 094 637

And The Client:

Name (First and Last)

Your Current Home Address, with Postal Code

Address of House to Be Inspected, with Postal Code

Agreed Upon Fee- including inspection report agreed to above & other services plus 5% GST \$

Tel

Date

Signature

Either fill out this contract and email to The Inspector, or attached this contract with the above fillable information written in the body of email, and acknowledge that you have read, understand and agree to this contract and submit as an e-signature.