

INSPECTION CONTRACT



THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS — PLEASE READ CAREFULLY BEFORE SIGNING —

BETWEEN: ■[Client's Name]
of: ■[Client's Address]
■[Client's Phone #] ■[Client's Email]. (the "Client")

AND: **Crest Building Consultancy Ltd.**

of: **5382 Parker Avenue, Victoria, V8Y 2M9, phone: 250 888 9182, email: inspections@shaw.ca** (the "Inspector")

including its employees and individual inspectors, whether an employee or independent contractor and/or that independent contractor's company, in relation to the property to be inspected on the date of ■[Inspection Date] and located at ■[Address of the Property to be Inspected] (the "Subject Property") to be inspected by Lee Ottewell, CPBC License #473784, subject to change if necessary.

IN CONSIDERATION of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and the Inspector hereby agree as follows:

ARTICLE 1 - INSPECTION

1.1 The Client understands that the word "Inspector" as used in this Inspection Contract means and includes Crest Building Consultancy Ltd., including its employees and individual inspectors, whether an employee or independent contractor and/or that independent contractor's company, and acknowledges and agrees that this Inspection Contract will apply to the Client and the Inspector as defined.

The Client hereby requests that the Inspector perform an inspection (the "Inspection") of the Subject Property and prepare a written report (the "Inspection Report"), to be provided to the Client no later than 24 hours after the inspection. 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 the Inspection Report shall be performed in accordance with the ASTM Standard E2018-15 protocol for commercial property inspections, a copy of which is available at www.astm.org;
- b) The Inspection is non-invasive and the Inspection Report constitutes an opinion of the condition of the Subject Property based on a visual examination of the readily accessible features and components of the Subject Property;
- c) The Inspection and the Inspection Report **do not** constitute a guarantee, warranty or an insurance policy;
- d) 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 function, electrical receptacles, switches and lights, cabinets, paint and caulking integrity, roof covering materials, and examination of interior and exterior surfaces for signs of moisture ingress;
- e) The Inspection does not include an inspection for mould or asbestos on the Subject Property;
- f) Weather conditions may limit the extent of the inspection; the Client understands that the scope and accuracy of the Inspection Report can be affected by weather conditions existing at the time of the Inspection;
- g) 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 (i) without the express written consent of the Client, (ii) except as required by law, or (iii) except as deemed necessary if, in the opinion of the inspector, there is a serious health or safety issue.

The Client authorizes the Inspector to disclose the Inspection Report to third parties.

[Client Initials] ■ No _____, or Yes _____ to the following parties only _____

A pre-listing inspection is a valuable tool for a seller. The Inspection Report is an opinion on the current condition of the Subject Property on the day of the Inspection and is not intended to be relied on by a potential third party buyer of the Subject Property. The Inspection Report is for the exclusive use of the Client and it is not reasonable for any other party to rely on the Inspection Report. Liability for errors, omissions, breaches of contract and/or negligence in any part of the Inspection or Inspection Report to any person other than the client is expressly denied and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on the Inspection Report.

h) The Client shall protect and indemnify the Inspector from any claim against the Inspector by any third party arising from disclosure of the Inspection Report.

ARTICLE 2 - RESTRICTIONS ON LEGAL RIGHTS

2.1 In the event that the Client claims damages against Crest Building Consultancy Ltd. and does not prove those damages, the Client shall pay all legal fees, legal expenses and costs incurred by Crest Building Consultancy Ltd. in defense of the claim as determined as by the courts;

2.2 Crest Building Consultancy Ltd. 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 prior consultation with Crest Building Consultancy Ltd.

ARTICLE 3 - FEE

3.1 The fee payable by the Client to the Inspector at the time of the Inspection of the Subject Property shall be

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ARTICLE 4 - ACKNOWLEDGMENT

4.1 By signing this Inspection Contract the Client hereby acknowledges and agrees that:

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

Date: ■

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Client Signature

INSPECTOR:

Lee Ottewell, License 47384, signed on _____ on behalf of himself and Crest Building Consultancy 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, please contact Consumer Protection BC.