

INSPECTION AGREEMENT
PLEASE READ THE FOLLOWING CAREFULLY

Property: _____ _____	Date of Inspection: _____ Time of Inspection: _____
Client: _____ Phone No 2: _____	Phone No 1: _____ E-Mail _____
Listing Agent: _____	Company: _____
Selling Agent: _____	Company: _____
Base Fee: \$ _____ Additional Fee: \$ _____ Tax: \$ _____	Total Cost: \$ _____
Comments: _____ _____ _____	

Terms and Conditions

By signing on Page two, you, the Client, hereby authorize **Bluewater Home Inspection** (the "Inspector"), through its employee, agent or representative, to inspect the Property on the following terms and conditions.

Purpose of Inspection: The primary purpose of the inspection (the "Inspection") is to educate you, as prospective purchaser/owner, as to the general condition of the Property. The Inspector will conduct an objective visual examination to assess the Property's essential interior and exterior structural and mechanical systems. The Inspection is not technically exhaustive or all-encompassing. The Inspection is not a Building Code, title, by-law compliance, or evaluation assessment. The Inspector will give no opinion concerning the Property's compliance with any government requirements, manufacturer's specifications, or inspections of items on Authorities having Jurisdiction.

Scope of Inspection: The Inspection will be performed in a manner consistent with the Standards of Practice and the Code of Ethics of the Canadian Association of Home and Property Inspectors. The Inspection is intended only to identify material defects in those systems, structures and components of the Property readily exposed to view and apparent during the inspection. Subject to these items and conditions, the Inspector will visually examine the accessible major systems of the Property, including roofing, flashing, chimneys, structure, electrical systems, heating, air conditioning, insulation, plumbing and the interior.

Exclusions: The following items are specifically excluded from the inspection: appliances, water softening systems, security systems, telephone and cable television wiring, timing systems, swimming pools and spas, underground or concealed pipes, sewer lines, on-site waste disposal systems, intercom systems, central vacuum systems, furnace/heat exchangers, oil tanks, septic systems, flue interiors, outbuildings and any other systems or items which the Inspector cannot physically examine unless specifically noted. The Inspector will not dismantle any system, item or equipment, conduct geological tests, inspect inaccessible or concealed areas of the Property, inspect for environmental concerns such as hazardous substances or gases, including but not limited to, radon gas, asbestos, lead, mould, carbon monoxide or formaldehyde (UFFI), conduct a water analysis or energy assessment or inspect for dry rot, fungi, insects, rodents, pests or other animals unless *specifically noted*. Since the Inspector only examines a representative sample of identical or numerous items (such as brick, electrical outlets, windows, etc.) and will not examine every single one of these items, some detectible deficiencies may go unreported. The Inspection excludes defects resulting from hidden defects, including but not limited to water leaks, land subsidence or other geological problems. The Inspection excludes purely cosmetic features, including but not limited to, paint, wall coverings, carpeting, design elements, floorings, paneling, soil, vegetation or landscaping.

TERMS AND CONDITIONS CONT'D

Inspection Fee: The inspection fee is based on a single visit to the Property. Additional fees will be charged for any subsequent visits requested by you. Additional fees will be assessed if the Inspector or its representative is called upon to prepare for litigation or give testimony as a result of the Inspection.

Inspection Report: Following the Inspection, you will receive a written inspection report of the Inspector's observations (the "Report"). The Report will describe the systems and features of the Property that were inspected, any material defects found to be in need of immediate repair, and any recommendations regarding the conditions observed. The Report is not intended to be an all-inclusive list of minor building flaws. The seller of the Property may not be required to repair any or all deficiencies reflected in the Report. The Report does not substitute for any disclosure statement that may be required by law.

Disclaimer: The Report is based on the apparent condition of the Property at the time of Inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, insurance criteria, inaccessibility or areas of the Property or other factors beyond the control of the Inspector. The Inspector makes no claim that all problems with the property will be detected as a result of the Inspection.

Limitation on Liability: THE INSPECTOR, ITS EMPLOYEE(S) OR REPRESENTATIVE(S), SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR THE NON-DISCOVERY OF ANY CONCEALED OR LATENT DEFECTS IN RELATION TO THE PROPERTY; FOR ANY PROBLEMS WHICH MAY ARISE OR BE DETECTED AFTER THE INSPECTION; FOR ANY FUTURE FAILURE OR REPAIR, OR FOR ANY PROPERTY DAMAGE OR CONSEQUENTIAL DAMAGE, OR BODILY INJURY OF ANY NATURE. THE LIABILITY OF THE INSPECTOR, ITS EMPLOYEE(S) OR REPRESENTATIVE(S) SHALL IN ANY EVENT BE LIMITED TO THE FEE PAID BY YOU FOR THE INSPECTION SERVICES IN THE EVENT THAT THE INSPECTOR, ITS EMPLOYEE(S) OR REPRESENTATIVE(S) ARE FOUND TO HAVE BEEN NEGLIGENT IN PERFORMING THE INSPECTION OR IN PREPARING THE REPORT OR WITH RESPECT TO ANY OTHER CLAIM BY YOU OR YOUR REPRESENTATIVE AGAINST THE INSPECTOR, ITS EMPLOYEE(S) OR REPRESENTATIVE(S) IN RELATION TO THE SERVICES PROVIDED HEREUNDER, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INSPECTOR FOR ANY THIRD PARTY CLAIM AGAINST THE INSPECTOR RELATING TO THE SERVICES PROVIDED HEREUNDER.

No Warranty: Neither the Inspections nor the Report constitutes a warranty, insurance policy, or guarantee of any kind.

Dispute Resolution: You shall give written notice to the Inspector of any dispute or complaint arising with respect to this agreement including services and Report provided to you hereunder. If your complaint or dispute is not resolved by us within thirty (30) days of receiving such notice, you agree to submit your claim to final and binding arbitration before a professional arbitrator to be chosen and arbitrated in accordance with the *Arbitration Act (Ontario)*. If you fail to file a claim with such an arbitrator within one (1) year of the date of the Report, you agree that your failure to do so releases the Inspector from any further liability to you with respect to the services provided hereunder. This agreement shall be governed by the laws of the Province of Ontario.

Severability and Entire Agreement: This document constitutes the entire agreement between you and the Inspector and supersedes any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change or variance from this agreement shall be binding on either party unless mutually agreed to in writing and signed by both parties. The invalidity or unenforceability of any provision in this agreement shall not affect or impair the validity or enforceability or any other provision thereof.

Confidential: The Report contemplated herein will be prepared by the Inspector, on your behalf for your exclusive use. The Report and any other information provided to you pursuant to this agreement, in whole or in part, may not be used by, released to, or relied upon by any other person or entity without the prior written permission of the Inspector.

I HEREBY AUTHORIZE THE INSPECTION OF THE ABOVE PROPERTY, HAVING READ AND UNDERSTAND THE TERMS AND CONDITIONS.

Signature of Client or Representative

Date

Inspector
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Date