

**Client Information** (hereafter: "Client")

Name:
Address:
Phone:
Email:

Site Address:
Date:
Time:

This is an Inspection Agreement (hereafter, "Agreement") between Seacliff Inspections and the Client named above to inspect the Property identified above. The inspection of the Property is subject to the Limitations and Conditions set out in this Agreement. **An inspection fee in the amount of \$xxx.xx has been paid to Seacliff Inspections for the performance of this inspection.**

**LIMITATIONS AND CONDITIONS OF THE HOME INSPECTION**

**1. Visual Inspection.** The inspection conducted by Seacliff Inspections pursuant to this Agreement is based on a visual examination of the readily accessible features of the property only. The inspection, performed in accordance with the Standards of Practice of the American Society of Home Inspectors, is not technically exhaustive. The Client is hereby advised that not all deficiencies will be identified. The amount of time available for the inspection is limited, and some problems or conditions are not readily apparent with a single visit. The Client is advised more comprehensive inspections are available and the Client is encouraged to consider the merits of a more comprehensive inspection. Seacliff Inspections makes no representations as to compliance, infraction or breach of any building, plumbing, electrical or other code(s), zoning, land use or by-law(s) of municipal, regional, provincial or federal governments/statutes including, but not limited to, any/all environmental and conservation authorities, preservation and/or historical plans or flood plain areas.

**2. Purpose.** The purpose of a home inspection is to examine the building and evaluate the condition of the building's systems and components (includes determining whether systems are still performing their intended functions), and to educate the Client about the general condition of the building. The quality of indoor air and the presence of irritants, pollutants, contaminants, toxic materials or organisms (e.g. mold, mildew) are not within the scope of this inspection, although Seacliff Inspections may use the visible presence of mold, for example, to aid in its evaluation of the building itself. No claim is expressed or implied that all problems in the building will be discovered by the inspection.

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**3. Inspection Report.** The inspection report provided after the inspection is an opinion of the present condition of the building. The inspection report is prepared with all reasonable care and skill, subject to the limitations contained herein. The inspection report is limited to the physical evidence that was visually accessible at the time of the inspection. Emphasis is placed on identifying major problems. While some minor problems may be identified, an all-inclusive list of deficiencies is not provided, nor intended.

**4. Limitations.** In addition to, and not to limit the above, the following are not the responsibility or the subject matter of an inspection or inspection report:

i) The inspection and inspection report excludes and does not intend to cover any areas, items, or conditions, which by their nature are concealed, not accessible, not visible, cosmetically altered, not conveniently located, otherwise difficult to inspect, or require the relocation, removal or displacement of any material, object or thing being a precondition to such inspection or inspection report; the inspection does not include identifying defects that are hidden behind walls, floors and ceilings, including, but not limited to, wiring, structure, plumbing, and insulation that is hidden or inaccessible;

ii) The inspection and inspection report may not include intermittent problems or conditions if not apparent at the time of the inspection, including for example, but not limited to, leaks that occur only during certain weather conditions, or when a specific tap or appliance is being used in everyday life;

iii) The inspection and inspection report excludes and does not intend to cover swimming pools, whirlpools, spas, hot tubs, saunas, wells, water potability, septic systems, tennis courts, playground equipment, out-buildings of any kind other than detached garages, window air conditioners, or household appliances including but not limited to kitchen, leisure and laundry equipment. Also excluded are all fixtures and cosmetic conditions such as wallpapering and painting;

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iv) THE INSPECTION AND INSPECTION REPORT IS NOT INTENDED, OR IS TO BE CONSIDERED, AS AN INSURANCE POLICY, GUARANTEE, WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR USE, REGARDING THE CONDITION OF THE PROPERTY, BUILDINGS, ITEMS CONTAINED IN THE BUILDING, STRUCTURAL, MECHANICAL AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED UPON AS SUCH;

v) The inspection report is an opinion based on observations of the condition of the property that existed at the time of the inspection only;

vi) Seacliff Inspections does not warrant, represent or inspect for any hazardous materials, substances, contaminants, pollutants, toxic gases or wastes, of any kind, including those as defined in applicable statutes, regulations, orders and bylaws enacted or adopted for the protection and conservation of the natural environment including, but not limited to, urea formaldehyde foam insulation (UFFI), lead, asbestos, radon and gamma carbon monoxide and polychlorinated biphenyls (PCB's) wherever they may be located. The inspection does not identify past use of insecticides, fungicides, herbicides or pesticides. Seacliff Inspections does not look for, or comment on, the past use of chemicals, including termite treatments in or around the property. Seacliff Inspections does not inspect or monitor any geological or soil conditions;

vii) Although Seacliff Inspections may look for termites and other wood damaging or non-wood damaging insect infestations, Seacliff Inspections does not assume any liability or responsibility for determining their presence, in the past, present or future;

viii) Seacliff Inspections has limited its inspection of heating, ventilating, air conditioning, electrical and plumbing systems to those matters specifically noted in the Inspection Report.

**5. Limitation of Liability.** The inspection and inspection report are provided on an "opinion only" basis. Seacliff Inspections assumes no liability or responsibility for the cost of repair or replacing any reported and/or unreported defects or conditions. The Client agrees that the maximum aggregate liability of the inspector or Seacliff Inspections for this inspection shall be limited to the amount of the inspection fee agreed to in this Agreement. Seacliff Inspections will have no liability for any claim or complaint if conditions have been disturbed, altered, repaired, replaced or otherwise changed before Seacliff Inspections have had a reasonable amount of time to investigate the claim or complaint. The Client understands that this inspection report cannot accurately or completely assess risk, detect all flaws, predict all occurrences or make assurances. The Client understands that the inspection report is not a warranty, guarantee, or insurance policy.

**6. Right of Entry.** The Client warrants that they or their real estate agent have made all necessary arrangements with the selling party for an inspector from Seacliff Inspections to enter and inspect the Property.

**7. Participation.** The Client acknowledges that they have been encouraged to participate in the inspection and accepts responsibility for incomplete information should they not participate in the inspection. The Client's acknowledges that their participation shall be at their own risk for injuries, property damages, or any other damages.

**8. Expenses & Repairs.** Cost estimates for future repairs and / or other expenses, if provided in the inspection report, are minimums and provide an order-of-magnitude estimate only. Contractors or relevant experts should be consulted for specific quotations. The Client has been advised that contractor's quotations can often vary by as much as 300%. The Client is aware that resultant damages may occur to the building systems or components if the recommended repairs in the inspection report are not carried out in a timely manner or as recommended by the inspection and inspection report. The ultimate decision of what to repair or replace is always with the client.

**9. Eligibility & Compliance.** The inspection report does not take into account eligibility or compliance for mortgage, insurance, building or homeowners insurance or suppliers for the property (e.g. fuel companies). The inspection report does not cover compliance issues set by insurance companies, government or other regulatory authorities.

**10. Third Parties.** The Client requests this inspection and inspection report for their exclusive, confidential use only. No use of the information presented in this report by any other party is intended. The Agreement, any interest herein or claims hereunder including those for money or payment, shall not be transferred or assigned by the Client. The Client promises to indemnify and hold harmless the inspector and Seacliff Inspections for any damages and / or expenses involved in addressing or defending claims made by others in relation to this report. The information provided in the inspection report will be the Client's property solely for this transaction. Seacliff Inspections will disclose the inspection report to real estate agents, sellers, lenders or other parties intimate to this particular transaction for the purpose of clarification and facilitation of repairs only with the client's permission.

**11. Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereto shall continue in full force and effect.

**12. Binding.** This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and legal representatives.

I have read and understand the Terms and Conditions of this Agreement.

Send a copy of this inspection report to my real-estate agent.

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Client Signature

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Date