Southwest Home Inspections Inc.

INSPECTION AGREEMENT

(*PLEASE READ CAREFULLY*)

www.southwesthomeinspections.com

southwesthomeinspections@yahoo.com

Direct (519) 300 0075

Alternate (519)-987- 4200

Date_____Time_____Weather condition_____Outside temp_____

Client_____Address_____Ph._____

Property address_____

Agent's name_____Company_____Ph._____

Inspector_____Inspection Fee + 13% HST $_____Cheque ( ) Cash ( )

You agree to pay the fee stated above for the performance of the services at the property listed above. ***This amount shall be paid in full prior to the completion of the services.*** Should you fail to pay the agreed upon fee(s), you shall be responsible for paying any and all fees associated with collection, including but not limited to administration costs, legal fees, and cost of litigation.

This is a report of a visual inspection of readily accessible areas in accordance with the terms and conditions herein:

Southwest Home Inspections Inc. agrees to conduct an inspection for the purpose of informing the CLIENT of major deficiencies in the condition of the building, subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY below. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT. We reserve the right to modify the report for a period of time that shall not exceed forty-eight (48) hours after the report has been first delivered to you. The written report will include the following only: Structural conditions and basement, electrical, plumbing, hot water heater, heating and cooling system/s, garage (attached/detached), quality and condition of major systems, general interior condition (walls, ceilings, floors), windows, insulation, ventilation, general exterior condition (roof, gutters, chimney, drainage, grading), kitchen appliances. Should we, as a courtesy, exceed any particular requirement set forth in one area, we shall not be obligated to exceed the requirements in other areas.

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection. Equipment, items and systems will not be dismantled. Anything not readily observable because it is concealed or inaccessible due to obstructions including (but not limited to) floor coverings, suspended ceiling tiles, insulation, furniture or other personal property, soil, vegetation, water, ice or snow, cannot be inspected. We are not required to move or disturb such items in order to diminish or eliminate the obstruction. No destructive measures will be performed or any actions that will, in the opinion of the inspector, likely involve risk to persons or property. Water/moisture leaks seepage and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture leaks seepage and drainage problems unless the inspection is conducted during or immediately after a rain sufficient to reveal such problems.

Maintenance and other items may be discussed, but they are not a part of our inspection. The report is not a compliance inspection of certification for past or present governmental codes or regulations of any kind.

The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to mould, radon gas, lead based paint, asbestos, urea formaldehyde, toxic or flammable chemicals and water and airborne hazards. Also excluded are inspections of and report on swimming pools, wells, septic systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment and the presence or absence of rodents, termites and other insects.

UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY

The inspector is a generalist and is not a licensed engineer or expert in any specified craft or trade. If the inspector recommends further action, including (but not limited to) consulting with a specialized expert(s), you must do so at your expense or otherwise assume all risks associated with failure to do so. **This inspection is *not* technically exhaustive.** The fee charged for this inspection is substantially less than that of a technically exhaustive inspection.

It is understood and agreed that Southwest Home Inspections Inc. and/or its agents is not insurer and that the inspection and report are not intended or be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The CLIENT hereby releases and exempts Southwest Home Inspections Inc. and/or its agents of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and or for any consequential damage, property damage or personal injury of any nature. In the event that Southwest Home Inspections Inc. and/or its agents are found liable due to breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or any other theory of liability, then the liability of Southwest Home Inspections Inc. and/or its agents shall be limited to a sum equal to the amount of the fee paid by the CLIENT for the inspection and report. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement. You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission of Southwest Home Inspections Inc. in connection with the services shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is subject matter of the claim. You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law. Any legal action arising from this Agreement or from the Services and Report, including (but not limited to) the arbitration proceeding (in accordance with the rules of the Arbitration and Mediation Institute of Canada), must be commenced within one (1) year from the date of the Services. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights, or claims based thereon. This time limitation period may be shorter than otherwise provided by law. **Acceptance and understanding of this agreement are hereby acknowledged:**

Company Representative Date Client or Representative Date

Southwest Home Inspections Inc. All Rights Reserved.