



VISUAL INSPECTION AGREEMENT

PLEASE READ IT CAREFULLY

Client:

Property Address:

Inspection Date:

Total Inspection Cost: \$ (Payable at conclusion of onsite inspection)

Inspection Contract Agreement

This Visual Inspection Agreement contains the terms and conditions governing the contract between the above named client (the Client) and Solid Value Home Inspections (the Company), for a visual inspection of the property at the above property address (the Property) in accordance with the Ontario Association of Home Inspectors (OAH) Standards of Practice (the Inspection) and subject to such other terms, conditions and qualifications as set forth in the Inspection Report or as otherwise documented in writing by the parties.

This Visual Inspection Agreement contains limitations on the scope of the Inspection, remedies and liability. Please read it carefully. By signing below, the Client represents and warrants that the Client has secured all approvals necessary for the Company to conduct the Inspection of the Property and acknowledges that the Client is solely responsible for ensuring prompt and safe property access at the time of inspection, as well as an ability for the Company or its representative to visually examine the elements of the property that are the subject matter of the Company's inspection process.

The Client also warrants they will have read the entire Inspection Report when received and shall promptly call with any questions or concerns the Client may have regarding the Inspection or the Inspection Report. The inspection is being performed for the exclusive use and benefit of the Client and the Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company which may be denied or withheld in the Company's sole and unfettered discretion.



1. Inspection and Duties

The Company agrees to perform a limited visual inspection of the systems and components included in the inspection as they exist at the time of the Inspection and for which the Client agrees to pay a fee specified herein plus all applicable taxes. The Inspection will be performed in accordance with the Standards of Practice of the OAHI, which are available for review at the OAHI website and is limited by the limitations, exceptions and exclusions so stated in the Standards of Practice and this Agreement. There will be no fee abatement or reduction, in the event that certain elements of the property are not accessible for inspection.

2. Disclaimer of Warranty

The Client understands that the Inspection and Inspection Report do not, in any way, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the Inspection nor the Inspection Report are substitutes for any real estate transfer disclosures which may be required by law.

3. Notice and Statute of Limitations

The Client agrees that any claim, for negligence, breach of contract or otherwise, be made in writing and reported to the Company within ten (10) business days of the discovery. The Client further agrees to allow the Inspector the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before the Client or the Clients' agents, employees or independent contractors, repairs, replaces, alters or modifies the claimed discrepancy. The Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims the Client may have against the Inspector. Any legal action must be brought within one (1) year from the date of the Inspection, failure to bring said action within (1) year of the date of the Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen there from. Time is expressly of the essence herein. This time period may be shorter than otherwise provided by law.

4. Liquidated Damages - Limited Liability Clause

Due to the nature of the services the Company / Inspector is providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement by us. Thus, if the Company / the Inspector fail to perform the Services as provided herein or are careless or negligent in the performance of the Services and / or preparing the Report, our liability for any and all claims related thereto is limited to the fee paid for the



Services (unless contrary to Ontario Provincial Law), and you release us from any and all additional liability, whether based on contract, tort, or any other legal theory. It is acknowledged that any demands or claims are to be properly brought forth against the Company itself and not against any individual that represented the Company or that may have acted as agent thereof in his or her personal capacity. There will be no recovery for consequential damages. You understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialties and would cost substantially more than the fee paid for this limited visual inspections. You understand that you are free to consult with another professional if you do not agree with this provision.

5. Environmental and Health Issues

The Client specifically acknowledges that a Property Inspection is NOT an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns, and hazards include but are not limited to asbestos, "Chinese Drywall", radon; lead; urea formaldehyde; mold; mildew; fungus; odors; noise; toxic or flammable chemicals; water or air quality; PCBs or other toxins; electro-magnetic fields; underground storage tanks; proximity to toxic waste sites; carbon monoxide. You agree to hold the Company and the Inspector harmless for any injury, health risk or damage caused or contributed to by these conditions.

6. Limitation, Exception and Exclusions

The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. The Inspection limitation, exceptions and exclusions in the Standards of Practice are incorporated herein. In addition, any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or in any other fashion is excluded. The Inspection does not include any destructive testing or dismantling.

The following systems and components and areas are among those **NOT** included in the Inspection or Inspection Report:

- Latent or concealed defects, compliance with code or zoning ordinances or permit research or system or component installation recalls.
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing.



- Termites or other wood destroying insects and organisms, rodents or other pests, dry rot or fungus; or damage from or relating to the preceding.
- Private water, sewage systems, water softeners or purifiers, radiant heat systems or solar heating systems.
- Pools, spas, hot tubs, saunas, steam bath, fountains or other types of or related systems and components.
- Repair cost estimates or building value appraisal.
- Thermostatic or time clock controls, radio controlled devices, automatic gates or elevators, lifts, dumbwaiters.
- Free standing appliances and gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks. Furnace heat exchangers.
- Seismic safety, security or fire safety systems or security bars and / or safety equipment.
- Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks or airplane routes, bothersome noise, fumes, smell, boundary discrepancies, easements or rights of way, title deficiencies, circumstances involving adjoining properties or the neighborhood more generally.
- Unique / technically complex systems or components, system or component life expectancy or adequacy or efficiency of any system or component.

7. Governing Law and Serviceability

This Agreement shall be governed by Ontario law. If any portions of this Agreement are found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

8. Receipt of Report

The Company's agreement to perform the Inspection is contingent on the Client's agreement to the provisions, terms, conditions and limitations of this Agreement. If the Agreement is not signed by the Client prior to the time the written Inspection



Report is provided to the Client and the Client objects to any of the terms of this Agreement, the Client shall return the written Inspection Report to the Company within seven (7) days and any fee that has been paid will be refunded to the Client. Failure to return the written Inspection Report and payment of the fee shall constitute the full acceptance of all the terms of this Agreement by the Client.

9. Other Services

It is understood and agreed to by the parties hereto that all the provision, limitations, exceptions and exclusions of this Agreement shall apply to any optional services entered into by the parties.

10. Entire Agreement, Modification and 3rd Parties

This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties and supported by the valid consideration. The Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed above.

Solid Value Home Inspections MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN (either electronically or physically). If viewing this online, click on the I agree button below if you agree to the terms and conditions spelled out in the agreement. The inspector and company agrees to this agreement if it is being presented to you online with the I agree button below.



Date:

Signature of Client:

Date:

For Solid Value Home Inspections Inc.