



HOME INSPECTORS ASSOCIATION BC

Inspection Contract

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

BETWEEN: _____
(Client Name)

of _____
(Client Mailing Address)

(Client Phone Number) (Client Email Address)

AND: **First Peak Home Inspections Ltd.**

of **1301 A 9th Ave, Fernie, BC V0B 1M0**

250-423-0424

info@firstpeakhomeinspections.ca

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 _____ and located at _____
(Day/Month/Year) (Address of Subject Property)

to be inspected by **Stuart Robbins**, License **73199**, 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 **First Peak Home Inspections 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 _____. The Inspection and Inspection Report are
(Day/Month/Year)

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 and prepared in accordance with the Home Inspectors Association BC Scope of Inspection, a copy of which is available upon request or at www.hiabc.ca;

- 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 Client is encouraged, at their own risk, to participate in the Inspection and understands the importance of doing so;
- e) 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;
- f) The Inspection does not include an inspection for mould or asbestos on the Subject Property;
- g) 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; and
- h) 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. No _____, or Yes _____ to the following third parties only _____.

- i) 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 the **First Peak Home Inspections Ltd** and does not prove those damages, the Client shall pay all legal fees, legal expenses and costs incurred by the **First Peak Home Inspections Ltd** in defense of the claim as determined as by the courts;

2.2 The **First Peak Home Inspections 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 the **First Peak Home Inspections 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 as follows:

Base Fee:	\$ _____
Fee for additional services described on the Addendum attached hereto:	\$ _____
GST:	\$ _____
Travel:	\$ _____
Postage:	\$ _____
TOTAL:	\$ _____

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: _____

X _____
Client Signature

X _____
Client Signature

INSPECTOR:

Stuart Robbins License **73199** signed on _____ (D/M/Y)
on behalf of himself and **First Peak Home Inspections 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.