

**Peel Home Inspection (PHI)
Inspection Agreement**

Terms & Conditions

Technical

The following terms and conditions apply both in contract and in tort:

1. The inspection is performed in accordance with ASHI/CAHPI Standards of Practice except where amended by this agreement. A copy is included and forms part of this agreement.
2. The inspection is a visual examination only. It does not include any possible concealed defects.
3. The inspection is limited to conditions apparent and existing at the time of the inspection.
4. The inspection is not an all-inclusive list of defects. All inclusive inspections are available at a cost of \$5000.
5. The inspection is not intended to determine compliance with the Building Code or local bylaws.
6. The inspection is not an appraisal or assessment of the advisability of the purchase of the home.
7. The inspection may be based on inferences. Evidence of a problem such as, for example, water staining on the basement walls may or may not indicate that the basement is subject to leakage.
8. The inspection does not address termites or other wood destroying insects.
9. Bath tub and basin overflow connections are not included in the scope of the inspection and are not tested.
10. The inspection does not include environmental items such as, but not limited to, the existence, competence or performance of fuel storage tanks or the existence of asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or airborne illness or disease.
11. PHI assumes full responsibility for the inspector during the performance of the inspection. All others present during the inspection are the responsibility of the realtor and PHI assumes no responsibility whatsoever for their actions.
12. Unless a basement is wet during the time of the inspection, it's resistance to water infiltration cannot usually be ascertained and leakage may occur after heavy rains. For your further protection, please obtain a completed Seller Property Information Statement (SPIS) from the vendor.

Fee & Payment Terms

The client agrees that the fee for this inspection is _____ (including GST). The client agrees to pay in full, by cash or cheque, at the conclusion of the inspection and acknowledges that this fee does not include any re-inspections (re-inspections are available and are billed hourly). If payment is not made at the time of the inspection, that is if the payment is mailed, the report will not be released until the payment is received. Upon receipt of payment in full, the report will be released to the client or their representative. If the inspection fee is not paid in full, the inspection and this agreement are null and void.

I have read, understand, and agree to the terms of page 1 and page 2 of this contract:

Client Signature: _____ **Date:** _____

Client name in block letters: _____

Address of property inspected:

Street Address _____

City _____

Inspector Signature: _____ **Date:** _____

NOTE: SEE PAGE 2 FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

Peel Home Inspection (PHI) Inspection Agreement

Terms & Conditions (continued)

Fungi Exclusion

PHI assumes no liability whether in contract or in tort and including the negligence of PHI for:

- (a) the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of; or
- (b) any costs or expense incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of; or
- (c) the actual or alleged failure to detect, report, test for, monitor, cleanup, remove, contain, dispose of, treat, detoxify, neutralize, or in any way respond to, assess the effects of or advise the existence of;

any fungi or any spores, mycotoxins, odours, or any other substances, products or by-products produced by, released by, or arising out of the current or past presence of fungi.

Fungi means any form of fungus, including but not limited to yeast, mould, mildew, rust, smut, or mushroom.

Confidentiality Agreement

The inspection report is intended only for the use of the individual or entity to which it is addressed, and contains information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this report is not the intended recipient, or an agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this report is strictly prohibited. The client agrees to maintain confidentiality of the report and reasonably protect the report from distribution to other parties except as needed to fulfill contractual requirements in order to purchase the property. If the client directly or indirectly causes the report to be distributed to any other party, the client agrees to indemnify, defend and hold harmless the inspector if any third party brings suit against PHI related to the inspection or report.

Limit of Liability

1. PHI is not responsible for repair, replacement, or consequential losses.
2. The inspection is not a warranty or guarantee against future problems.
3. This inspection agreement represents the entire agreement, and supersedes all previous representations.
4. In the event of a claim against PHI, the client agrees to supply PHI with the following; (a) Written notification of adverse conditions within 14 days of discovery, and (b) Access to the premises. Failure to comply with the above conditions will release the inspector and its agents from any and all obligations.
5. In the event that a dispute arises out of the inspection report and legal proceedings are commenced by the client, and in the event that the client is unsuccessful in their claim, then the client shall be liable to PHI for all charges, expenses, costs, and legal fees incurred by PHI on a complete indemnity basis including a reasonable fee for the time spent by PHI.
6. In the event of a breach by PHI, PHI's liability is limited to the amount of the fee paid for the inspection. All claims must be made within six months of the inspection.