

WCHI Inspection Agreement



Inspection Property Address:

Client:

Fee for the Inspection:

THIS AGREEMENT made this ____ day of _____ 2009, by and between **WEST COAST HOME INSPECTIONS** (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties".

The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the present condition of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. Because the inspection is non-invasive and the INSPECTOR has only a limited amount of time at the property, the Inspection is not technically exhaustive. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. **The report is only supplementary to the seller's disclosure.**

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Inspection of the **British Columbia Institute of Property Inspectors (BCIPI)** www.bciipi.com/standards.html. CLIENT agrees to read these Standards of Inspection and understands that these standards contain certain limitations, exceptions, and exclusions.

3. The inspection and report are performed and prepared for the use of CLIENT and will not be shared unless requested by CLIENT. CLIENT gives INSPECTOR permission to discuss limited observations to third parties in the interest of safety and/or remediation. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report is a professional opinion of the **present condition** of the property. It is not a guarantee, warranty or an insurance policy regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies, either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR or \$300.00 (whichever is greater), and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has not been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain in a time-limited visual inspection; (ii) to equitably allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license - in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic inspection, and for additional fee, perform additional inspection(s) beyond those within the scope of the basic inspection. Any agreement for such additional inspections shall be in a separate writing or noted here:

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Immediate access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the Municipality in which the INSPECTOR has its principal place of business (Abbotsford, BC). In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any Court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection and prior to receiving the Inspection Report. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

FOR INSPECTOR

CLIENT OR REPRESENTATIVE