

# WCHI Home Inspection Contract



**Client(s):** \_\_\_\_\_  
**Inspector:** Arne Larsen; License No 48042; ASTTBC No PI0290; Doing Business as West Coast Home Inspections  
**Inspection Property Address:** \_\_\_\_\_  
**Date of Inspection:** \_\_\_\_\_  
**Fee for the Inspection:** \$ \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by the above-named Client(s) for the purpose of a pre purchase inspection. The report format will consist of a full narrative with photographs.

**This Agreement contains terms which limit the liability of the Inspector. Please read carefully before executing this Agreement.**

The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR will perform a **non-destructive visual inspection** of the present condition of the home/building and to provide CLIENT with a written inspection report (the 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 attached current Standards of Inspection of the **British Columbia Institute of Property Inspectors (BCIPI)** <http://www.bcipi.com/standards.php>. 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 only and may not be used or relied upon by any other person unless that person is specifically named in this Agreement as a beneficiary of the Report. If the Client directly or indirectly causes the Report to be distributed to any other person, the Client shall indemnify, defend, and hold the Inspector harmless against the claim of any third party.
4. The Inspection does not constitute a guarantee, warranty or an insurance policy of any kind.
5. 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 and shall not exceed \$25,000 (twenty five thousand dollars), 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

**In executing this Agreement, you, the Client, acknowledge that you have had adequate time to read the Agreement in its entirety and, should you choose to do so, to obtain independent legal advice before executing this Agreement in the space immediately below and returning this Agreement to the Inspector.**

A handwritten signature in black ink, appearing to read "Arne", is written over a horizontal line.

FOR INSPECTOR

CLIENT(s)