

**THIS AGREEMENT CONTAINS A LIMIT OF LIABILITY, PLEASE READ COMPLETELY.**

This contract is an agreement between the (CLIENT), and HOMEEXTENT Inspection Services (US, WE, OUR) to perform an inspection of a home or building according to the "Standards of Practice" of Ontario Association of Home Inspectors ("OAHI"). These standards of practice inform CLIENT of what a home inspector should report, and what is not expected of the home inspector to report. A copy of these OAHI Standards is available upon request at any time including before signing of this Agreement.

**OUR home inspection is a single trip generalist observation that is visual in nature and not technically exhaustive. Additionally, it is to provide CLIENT with a better understanding of the property's condition as observed at the time of the inspection.** OUR inspection/report will meet the "Standards of Practice". It will include a visual inspection of: **Structural Components, Exterior, Roofing, Plumbing, Electrical, Heating, Central Air Conditioning, Interior, Insulation, and Ventilation.**

**OUR inspection does not include:** Negotiating issues with the builder/owner; a home warranty or insurance policy; items generally considered cosmetic; pools; spas; Jacuzzis; building code verification; design or engineering services; load bearing alignments; detached buildings or structures (and components inside); buried fuel tanks; environmental tests; the presence or absence of any suspected adverse environmental condition or hazardous substances; termites, wood destroying organisms, pests, rodents and their damages; refrigeration units; water filtration units; low voltage systems; security system devices; heat detectors; carbon monoxide detectors; telephone; cable TV; satellite equipment; intercoms; built-in vacuum equipment; or other ancillary wiring that is not a part of the primary electrical distribution system; window treatments; window thermal seals; mini-blinds; oven clocks, timers, clean features; solar systems; lightning arrestors; Stucco (hard coat & synthetic); water wells; septic fields; anything buried; the interior of flues; flue connections; the life expectancy of any component; locating refrigerant leaks; a board-by-board/brick-by-brick exterior inspection. Exterior and roof inspections may be performed from the ground. Components that are concealed, hidden (including behind shrubbery, insulation, walls, personal property, furniture, etc.), camouflaged, not visible, not accessible, located in an area that may be dangerous or unhealthful to enter and/or difficult to inspect are beyond the scope of this inspection. Movement of personal items, panels, covers; insulation, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility is beyond the scope of this inspection. WE will not operate heating or cooling systems in temperatures that may cause damage to the unit (A/C under 65 degrees or Heat Pump over 65 degrees). WE do not inspect heat exchangers, gas packs, boilers, etc. for cracks. Utilities, plumbing, gas, and electrical must be turned "on" for the inspection of these areas. Furnaces must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed. I agree and understand that whereas HOMEEXTENT Inspection Services may report on suspicious stains or mold-like substances, that the inspector is not an environmental hygienist and is not providing the service of a "mold inspector" under this agreement. All components and conditions, which by the nature of their location are concealed, camouflaged or difficult to inspect, will be excluded from the inspection / report. The inspection of areas/homes that we feel endangers our safety or well being will be aborted.

**Attendance / Opinion:** The home inspection report represents OUR "opinion" of the property at the time of the inspection. OUR interpretation of what is good or fair may be different than CLIENT. CLIENT is strongly encouraged to be present at the time of the inspection so WE will have a better understanding of each other's perceptions. **OUR purpose** is to determine whether or not a system (electrical, heating, etc) is working properly. WE are not responsible to determine all that may be wrong with that system, just whether or not a second opinion is needed, such as a licensed electrician or HVAC contractor. They determine what steps are necessary to correct. Their troubleshooting may reveal additional items not mentioned in this report. WE are not responsible for items mentioned or not mentioned in this report. WE are not a guarantee nor do we guarantee any items or opinions described on this report.

**Warranty / Claims / Limitations:** **This inspection is to reduce the risk of finding a potential problem, not to eliminate them. WE do not guarantee that all defects will be located, reported, identified or recognized. CLIENT agrees that OUR limit of liability shall not exceed the amount paid for the inspection.** By retaining OUR services CLIENT acknowledges, understands, and agrees to the statements and terms contained herein, and will hold US harmless to any claims made. WE are not a home warranty company nor do WE carry insurance on warranty claims. If the CLIENT believes WE have made an error or omitted an item the CLIENT feels should have been inspected the CLIENT agrees to notify US in writing of the alleged error or omission within one week of their discovery of the item(s) and agrees to allow US a reasonable opportunity to re-inspect, address, and repair the alleged error or omission prior to any repairs being performed. Failure on behalf of the CLIENT to notify US in writing and grant US a reasonable opportunity to re-inspect, address, and repair the alleged item(s) is admission by the CLIENT that the condition did not exist at the time of the inspection and shall constitute a remise, full release, and forever discharge US from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, judgments, damages,

claims, administrative claims, and demands whatsoever in law or equity. If CLIENT makes a claim against US for an alleged error, omission, or other act arising out of this inspection report and fails to prove such claim, CLIENT agrees to pay all attorneys' fees, arbitrator's fees, legal expenses, and costs incurred by US in defense of the claim. In the event of a refund of inspection fee or portion thereof, or any other sum, such refund shall be a full and final settlement of all present and future claims, administrative claims, and causes of actions, complaints, etc. and WE shall be thereupon generally and fully released. This inspection is not for third party use; CLIENT requests this inspection/report for their confidential use only. WE will not release this report to any third party without client approval. If CLIENT decides to release this report to others CLIENT agrees to defend, indemnify, and hold US harmless for any damages claimed by others. CLIENT agrees that WE will only be named as an expert witness in litigation issues and CLIENT agrees to execute our litigation agreement prior to naming us an expert witness. Should any buyer or entity disclaim authority of contract signer to act as an agent of any or all buyers, then the signer of the contract herein indemnifies us for all costs, damages, judgments, and expenses incurred by us, including attorney's fees, regarding any claims against us made by buyer or entity that relies on report or other representation or conduct of us or agents thereof.

**Additional Inspection Options:** (by not initialing desire for any additional services listed below client declines any additional services)

**Thermal Imaging Scan:** For an additional fee of \$\_\_\_\_\_ we will perform a Thermal Imaging Scan of the home at the time of the inspection, conditions permitting. Thermal imaging is a technology well beyond any standards of practice that may help us identify issues that are not readily visible including water intrusion, insulation deficiencies, HVAC issues, electrical issues, roof and wall leaks, etc.

*Initial here \_\_\_\_\_* if CLIENT(S) wishes to have a Thermal Imaging Scan.

**Detached Building Inspection:** For an additional \$100.00 we will perform a limited visual inspection of the structural components and installed electrical components and plumbing components of a detached structure up to 500 square feet.

*Initial here \_\_\_\_\_* if CLIENT(S) wishes to have a limited detached building inspection. Call for a quote on a larger structure.

**CLIENT obligations:** CLIENT has made an on-site personal examination of the property prior to the inspection and agrees to notify US of any issues or concerns they have and any disclosure issues or no representation issues by the seller. CLIENT has preexisting concerns with the following components, systems, etc. (please list if any)

CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative and has made arrangements for the home to be open during the inspection. CLIENT agrees to retain appropriate licensed contractor(s) to further inspect and repair all concerns and issues before the close of escrow. CLIENT is urged to call US before they close on the home to review or ask any questions CLIENT may have regarding this inspection / report. CLIENT is responsible for payment in full of all of our fees whether or not CLIENT purchases the property and will inform us in advance if the home or neighborhood is distressed.

**CLIENT(S) INITIALS:** \_\_\_\_\_

**Additional Trips / Re-Inspections:** If CLIENT requests an additional trip to complete the inspection (i.e. utilities were not turned on, inaccessible areas, etc) CLIENT agrees to pay a \$100.00 per hour (or part of) additional trip fee. Re-inspections of repairs will be considered on a case by case basis and are billed at \$200.00 for the first hour (or part of) \$100.00 per additional hour (or part of). Fees include travel time and report writing time.

**Fees / Payment:** **CLIENT is responsible for payment in full of all of our fees.** The cost of the home inspection is based upon the age, total square feet (heated & unheated), and condition of the home to be inspected and is subject to correction. Homes in distress, cluttered, foreclosed, "short sales", for sale by owner, investment, and rental properties may be charged an additional fee, must be paid in full before the report is released. Failure to notify US of such a property at the time of scheduling may result in the inspection being aborted and the CLIENT will be responsible for payment in full.

**Payment must be made at time of inspection.**

If any paragraph, clause, sentence or other part of this Agreement is for any reason held to be invalid or unenforceable in any respect, such a decision shall not affect the remaining of this Agreement, which shall continue in full force and effect.

By signing below CLIENT understands and agrees to all terms and conditions including the limit of liability.