

## **Pre-Inspection Agreement**

### **This Agreement Limits our Liability. Please read carefully and understand before signing.**

**This inspection is intended to substantially increase your knowledge of the features and condition of the building and its' components; and to point out deficiencies that may adversely affect habitability. A home inspection is restricted to a visual observation of readily accessible components at the time of inspection, and therefore cannot detect all possible defects, nor eliminate risks associated with home ownership. Some defects may only be detected during certain conditions, and after long-term use of certain components. The Limitations and Conditions below explain the scope of your Home Inspection. Please read them carefully, and make any necessary clarifications with the inspector before signing this Agreement.**

#### **General:**

1. This contractual agreement supersedes all previous representations and represents the entire agreement.
2. The Inspection is a limited visual examination of certain systems and components, performed in accordance to the Canadian Association of Home and Property Inspectors (CAHPI) Standards of Practise. A copy is available upon request, and forms part of this agreement.
3. A written report will be provided to the client following the inspection, which complies with the CAHPI Standards of Practise. The report may be edited or amended by the inspector up to 48 hours after initial writing. The client agrees to fully review the report, and make any clarifications as necessary with the inspector before proceeding with the transaction.
4. The inspector is a generalist, and is not a licensed engineer or other tradesperson. It is recommended that the client consult the required expert in cases where further investigation and a more thorough analysis are noted in the report. This should be done prior to proceeding with the transaction. The client will seek professional remediation solely at their expense, and will assume any risks associated with failure to do so.
5. The inspection is not technically exhaustive, nor is it an all-inclusive list of defects. Components are assessed using normal operating controls and viewing behind readily opened access panels. Note: a technically exhaustive inspection would involve several professionals, and cost substantially more than a general visual inspection.
6. The inspection is a visual examination only of readily accessible components and their apparent condition, relative to their intended purpose - in the opinion of the inspector - at the time of inspection. It does not include any possible concealed defects. It does not predict future condition, life span, deterioration, or failure of any system or component. The inspection does not necessarily identify the cause of damage, or the method or cost of remediation for any deficiency.
7. The inspection may be based on inferences. Evidence of a problem such as (example) water staining of the basement walls may or may not indicate that the basement is subject to leakage.
8. The Inspection is not an appraisal or assessment of the advisability of the purchase of the home.
9. The inspection is not in any way a warranty, guarantee, or insurance policy.
10. The inspection is not intended to determine compliance with the Building Code, Electrical Code, Fire Code, local bylaws, Insurance requirements, or any other regulations. The opinions of the inspector are solely intended to enhance your safety and enjoyment of the property.
11. The inspector is not obligated to perform any action in the performance of his duties, which in his opinion might cause risk to persons or property. Areas and components of the building will only be accessed where deemed safe by the inspector at the time of inspection.
12. Structural components, appliances and homeowner's personal possessions will not be moved or dismantled. This includes furnace access panels, furniture, stored items, carpet etc.
13. The inspector will not turn on winterized, disconnected, shut-off, or otherwise disabled components. Main water valves and pilot lights are not operated.
14. Wells, septic, drainage, and irrigation systems are not included in the scope of the inspection. Bathtub and basin overflow connections are not tested.
15. The inspection of wood burning appliances and chimneys is general in nature. The suitability of the installation for performance, local fire regulations, safety, or insurance purposes is specifically not determined in this inspection. All wood burning installations should be cleaned and inspected by a WETT certified technician before use.
16. Water leaks, dampness and drainage problems may only be visible during certain weather and seasonal conditions, and cannot be observed otherwise. Unless a basement, or any building component is wet during the time of the inspection, its' resistance to water infiltration cannot accurately be ascertained, and leakage may occur in the future, particularly after heavy rains. Water table height, ground water movement or pressures cannot be determined. Please obtain and refer to the Property Condition Disclosure Statement from the vendor for historical information on water infiltration and dampness.
17. The inspection does not include positive identification of hazardous materials such as, but not limited to: asbestos, lead, phenol-formaldehyde, or urea-formaldehyde. The inspection does not identify environmental conditions on the property such as, but not limited to: buried fuel tanks, contamination from neighbouring properties, previous use of chemicals and pesticides, noise pollution, or electromagnetic frequencies.
18. The inspection does not specifically identify or comment on mold or indoor air quality. Coastal Home Inspection is not responsible for any damages or conditions relating to mold or mildew, even if the mold or mildew is a direct consequence of a condition which the inspector is required to report on as set forth in this agreement. If you or a family member is sensitive to the quality of air, have a qualified environmental consultant test for air quality issues.
19. The inspection does not identify or comment on the presence of, or potential for: wood-destroying insects, vermin, toxins, allergens, or any other living organism.
20. The inspection does not replace the need for an accurate, complete, and current Property Condition Disclosure Statement by the vendor.

**By initialling here, I confirm that I have read and understood the preceding points:**

**Liability**

1. Coastal Home Inspection Services Inc. is not responsible for the actions or safety of any persons other than the inspector during the inspection process.
2. The Inspector is not responsible for the costs of replacement or repair.
3. The inspector shall not be liable for any consequential losses.
4. It is agreed and understood that any notification of defects, omissions or errors alleged to have been made by the inspector must be notified to the inspector in writing, via registered mail only, and received by the inspector within 10 days of discovery.
5. The inspector must be allowed an opportunity of no less than seven days from the date of receipt of written notice to re-inspect any potential defects, omissions or errors alleged to have been made by the inspector – before any remedial action is taken, except in emergency situations. Failure to provide this opportunity will have the effect of relieving the inspector of any and all responsibility to the property.
6. In the event of a breach by the inspector, it is agreed that the inspector's liability is limited to a fee not to exceed the amount of the fee paid for the inspection.

**Dispute Resolution**

1. Should a dispute arise concerning the interpretation of this agreement or from the inspection services or report, both parties agree to resolve the issue by arbitration in accordance to the rules of the Arbitration and Mediation Institute of Canada before a single arbitrator who is familiar with the home inspection industry.
2. Any action arising from this agreement or from the inspection services or report must be commenced prior to one year from the date of inspection.

**Report Use and Ownership**

The inspection report is owned solely by Coastal Home Inspection Services, as of the date of writing. A copy of the report will be provided exclusively to the client for their information only. This agreement shall be considered part of the inspection report. The report, and information contained in the report is restricted for the benefit and use by the original client, and may not be transferred to any third party for any purpose whatsoever. Duplication or distribution by any means is prohibited without prior written permission from Coastal Home Inspection Services. Distribution, duplication, use of, or reliance on this report in any way for any purpose whatsoever has the effect of all parties agreeing to hold harmless, individually, jointly, and/or otherwise, the inspector, Coastal Home Inspection Services, their successors, and their heirs.

**Fee and Payment Terms (Prince Edward Island)**

The fee for the inspection will be \$\_\_\_\_\_+GST. The client agrees to pay in full at the conclusion of the inspection and acknowledges that this fee does not necessarily include any re-inspections. If payment is not made at the time of the inspection, the inspector is not obligated to release the report until payment is received. If the inspection fee is not paid in full, the inspection and report are null and void.

**THE INSPECTION, INSPECTION AGREEMENT, AND REPORT DO NOT IN ANY WAY CONSTITUTE A WARRANTY, INSURANCE POLICY, OR GUARANTEE OF ANY KIND. THEY DO NOT SUBSTITUTE THE NEED FOR A CURRENT AND ACCURATE DISCLOSURE OF PROPERTY CONDITION BY THE VENDOR**

***The contents of this agreement have been fully reviewed, including the Limits of Liability. This agreement is entered into jointly and willingly by Coastal Home Inspection Services Inc, Charlottetown, Prince Edward Island, and***

(Client Name  
and address) \_\_\_\_\_

***...for the property located at***

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\_\_\_\_\_  
\_\_\_\_\_

**Client Signed** \_\_\_\_\_

**Inspector Signed** \_\_\_\_\_

**Dated** \_\_\_\_\_

**Dated** \_\_\_\_\_