

ALBERTA INSPECTION AGREEMENT

This Contract is between the Client, whose name and information are listed below ("Client"), on the date listed below ("Effective Date"):

Date: _____

Client's Name: _____

Client's Address: _____

and the Inspector, whose name and information are listed below ("Home Inspection Business" and "Inspector"):

Name of Inspector: _____

Inspector's Licence Number: _____

Inspection Company: _____

Company Licence Number: _____

Address of Business: _____

Phone Number of Business: _____

Business Email Address: _____

Business Fax Number: _____

Address of Dwelling to Be Inspected: _____

Name of Owner of Property to Be Inspected: _____

Date Inspection Report Is to Be Provided to Client: _____

Date Inspection Is to Occur: _____

Subcontractor for Home Inspection (if required):

Name of Company: _____

Address: _____

Licence Number: _____

Dated This _____ Day of _____ 20____.

PREAMBLE

It is important for the Client to understand that the inspection is based on the **limited visual inspection** of the readily accessible systems and components of the building. The inspection report is representative of the inspector's opinion of the observable conditions on the day of the inspection. While this inspection may reduce your risks of homeownership, it is not an insurance policy, warranty, or guarantee on the home. Neither the inspector nor the inspection firm makes any warranty or guarantee on the home's future performance, or lack thereof. This report is for the exclusive use of the contracted parties and may not be used by third parties without prior written permission from the Client and Inspector/Inspection Firm. The only exception is when the homeowner's permission is required to do invasive testing and is provided in writing. In that case, a copy of the inspection report will be provided to them for their approval of the indicated testing.

WHAT THE INSPECTOR WILL DO

1. The Inspector and the Home Inspection Business will conduct a visual inspection of the Property for a fee of _____ (excluding extra charges and taxes), payable as follows: _____. A written report will be provided to the Client. The inspection is based on the limited visual inspection of the readily accessible systems and components of the building.
2. The inspection will be performed in accordance with the Standards of Practice of the International Association of Certified Home Inspectors (InterNACHI®). See attached Standards of Practice (Schedule 1) to this contract or at <https://www.nachi.org/sop.htm>. This is not a building code, title, or bylaw-compliance inspection and is not to be construed as such.
3. The inspection report is based on the condition of the Property existing and apparent as of the time and date of the inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, and inaccessibility of areas of the Property. The Client releases and waives any claim it may have against the Inspector for omissions that may reasonably not be determined during the regular course of a visual inspection. Anything the inspector is not able to see during the Inspection arising as a result of weather conditions, or inaccessibility existing at the time of inspection, or because a system is covered up, will be noted in the inspection report.
4. The inspection report does not constitute a warranty, guarantee, or insurance policy of any kind, nor that the property is in any conformance to any building codes or bylaws. The report is a professional opinion based on a visual inspection of the accessible areas and features of the property as of the date and time of the inspection, and is not a listing of repairs to be made. The report is not an assessment, nor does it constitute an appraisal or estimate of future costs.
5. In regard to any deficiencies found, it is up to the Client to obtain an expert opinion in dealing with any remedies to deficiencies.
6. Should any secondary testing be required, it is up to the Client to arrange such testing.
7. The Client will receive a written report of the Inspector's observations of accessible features of the building, subject to the terms and conditions stated herein. The report will be delivered on _____ and upon payment of all fees owed to Inspector.

WHAT THE INSPECTION WILL COVER

8. The inspection includes a visual examination of the home's: exterior, including the roof and chimney; the structure (visual condition only); the electrical system; the heating and cooling systems; the plumbing system; the insulation; the interior, including floors, walls, ceilings, and windows. Additionally, the inspector will functionally operate major built-in appliances.
 - A. Structural Components: foundation, floors, walls, columns, roofs, ceilings, under-floor basement, and crawlspace.
 - B. Exterior: wall cladding, flashing, and trim, entry door, windows, garage door opener, decks, balconies and steps, eaves, soffits and fascia, vegetation (having an adverse impact on the structure), grading and drainage, flashings and penetrations, skylights, chimneys, and evidence of leaking.
 - C. Electrical: service type, service conductor, service ground, over-current protection devices (if any), main and distribution panels, light switches, receptacles, ground-fault circuit interrupters (GFCIs), and arc-fault circuit interrupters (AFCIs).
 - D. Plumbing: interior supply distribution piping, supports, insulation, fixtures and faucets, water heater, and sump pumps.
 - E. Heating: heating equipment, heat/energy source, operating controls, flues, vents, solid-fuel heating devices, heat distribution system, and air filters.
 - F. Cooling: cooling equipment, operating controls (unless outside temperature is below 17° C).
 - G. Interior: walls, ceilings, floors, steps, stairways, balconies, railings, countertops, cabinets, doors, windows, fire separation walls and ceilings, and, if there is a visible access door to the house, the interior garage door.
 - H. Insulation and Ventilation: insulation, and, if visible, the vapour retarder.

WHAT THIS INSPECTION DOES NOT COVER

9. The inspection excludes latent defects that cannot be reasonably detected in a non-invasive inspection as described in this contract. Latent defects may include, but are not limited to, water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features without limitation, minor wall defects, and cracking, paint, wall coverings, carpeting, floors, paneling, lawn and shrubs, and any other defects which may occur or become evident after the date of the inspection.
10. It is the responsibility of the Client to obtain from the homeowner a disclosure of any known defects at the time of the inspection.
11. Not all devices will be inspected. InterNACHI's Home Inspection Standards of Practice only require the operation of a representative number of such devices; not all of them will be checked, especially those blocked by furniture, carpeting, or other obstructions.
12. This inspection will not include any investigation or review, whether visual or invasive, for mold or asbestos.

Client's Initials: _____ Inspector's Initials: _____

13. This inspection will not include any outbuildings or other structures not attached to the dwelling other than a garage or carport.

Client's Initials: _____ Inspector's Initials: _____

14. Client requests inspection of any outbuildings or other structures.

Client's Initials: _____ Inspector's Initials: _____

15. Client requests inspection of any unwanted moisture in the house.

Client's Initials: _____ Inspector's Initials: _____

16. Client requests testing for carbon monoxide/hydrocarbons.

Client's Initials: _____ Inspector's Initials: _____

17. Client requests inspection of all electrical circuits.

Client's Initials: _____ Inspector's Initials: _____

INVASIVENESS

18. This inspection shall be non-invasive. If any invasive testing is to be done, the owner of the home must agree to such testing. The Inspector will take all reasonable steps to mitigate any unnecessary damage and/or make any problems worse. Description of testing and procedures to be done:

Homeowner's approval: _____

SUBCONTRACTORS (If any)

19. This contract is to be sub-contracted to another inspector.

Inspection Company: _____

Name of Inspector: _____

Inspector's Licence Number: _____

Address of Business: _____

Subcontractor's Business Licence Number: _____

Client's Initials: _____ Inspector's Initials: _____

DISPUTES

20. Any controversy or claim between parties hereto arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by the Inspector and/or the Home Inspection Business, the inspection report provided to the Client by the Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations, or negotiations concerning the duties of the Inspector hereunder shall be submitted to binding arbitration. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. This does not prevent the Client from taking any court action arising out of unfair trade practices under the Consumer Protection Act or its regulations.
21. In the event that the Client claims damages against the Inspector and does not prove those damages, the Client shall pay all legal fees, arbitrator's fees, legal expenses, and costs incurred by the Inspector in defence of the claim.

NOTICE OF CLAIMS

22. You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission by the Inspector in connection with the Services shall be reported to us, in writing, within ten business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters, or modifies the system or component that is the subject matter of the claim. This in no way precludes the Client's rights under Section 3 of the Limitations Act.

SEVERABILITY CLAUSE

23. If any part, term, or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, provincial or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

ENTIRE AGREEMENT

24. This Agreement constitutes the entire understanding and agreement of and among the parties, which supersedes all prior verbal or written understandings, communications, representations, and agreements with respect to the subject matter of this Agreement. No change, modification, alteration, or addition of terms and conditions of this Agreement shall be binding unless in writing and signed by an authorized representative of each party.
25. The parties agree that this Agreement shall be governed by the law of the Province of Alberta and the federal laws of Canada applicable therein. The parties defer to the jurisdiction of the Courts in the Province of Alberta with respect to matters arising out of this Agreement.

UNDERSTANDING AGREEMENT

26. By signing this Property Inspection Contract, the Client acknowledges and agrees that:

- (a) The Client understands and agrees to be bound by each and every provision of this Contract.
- (b) The Inspector has not made any representations or warranties other than those contained in this Contract.
- (c) The Client has had such legal advice as the Client desires in relation to the effect of this Contract on the Client's legal rights.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above:

PER INSPECTOR _____

Print Name _____

PER CLIENT _____

Print Name _____

WITNESS _____

WITNESS _____

RECEIPT _____ for the Inspection _____

Base Fee: _____

Company: _____

Other: _____

GST: _____

Payment Form: _____

Received by: _____

Total Fee: _____