



DIAMOND HOME
INSPECTION

HOME INSPECTION AGREEMENT

**THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS
— PLEASE READ CAREFULLY BEFORE SIGNING —**

BETWEEN:

Client name: _____

Mailing address: _____
_____, **Alberta**

Telephone number: **1-403-** _____

Email Address: _____
(the “Client”)

AND:

1208367 AB Ltd. d.b.a. Diamond Home Inspection,

AB License # 332 870

115 Berkshire Pl, Calgary, AB, T3K 1Z7,

403-404-0804, ejager@diamondhomeinspection.ca,

including its employees and individual inspectors, whether an employee or independent contractor.

(the “Inspector”)

in relation to property to be inspected on the date of : _____, **2015@**

and located at : _____

: Calgary, Alberta

(the “Subject Property”)

THE CLIENT AND THE INSPECTOR ACKNOWLEDGE AND AGREE AS FOLLOWS:

Article 1 - Inspection

1.1 The Client hereby requests that the Inspector perform an inspection of the Subject Property and provide a written report no later than 48 hours after completion of the inspection. The Inspection and inspection report is subject to the following limitations and conditions, each of which are acknowledged, understood and accepted by the Client.

- (a) The inspection shall be performed in accordance with the Standards of Practice of the Canadian Association of Home & Property Inspectors (Alberta), a copy of which is available upon request or at www.cahpi-alberta.com.

(Initials) ____

- (b) The Inspection Report is non-invasive and constitutes an opinion of the Present Condition of the property based on a visual inspection of the readily accessible and visible major systems and components of the Primary Residence on the Property.
- (c) The inspection and Inspection Report **do not** constitute a guarantee, warranty or an insurance policy.
- (d) The Client is encouraged to participate in the visual inspection process and accepts responsibility for the consequences of electing not to do so.
- (e) The condition of certain systems, components and equipment will be randomly sampled by the Inspector. Examples include window/door operation, electrical receptacles, switches and lights, cabinet, mortar, masonry, paint and caulking integrity and roof covering materials.
- (f) Weather conditions may limit the extent of the inspection process; the Client understands the scope and accuracy of the Inspection Report can be effected weather conditions existing at the time of inspection.
- (g) The Inspection Report is for the confidential use of the Client only and will not be disclosed to third parties such as real estate agents, sellers, or lenders without the express written consent of the Client. The Client shall protect and indemnify the Inspector from and against any claim against the Inspector by any such third party arising from disclosure of the Inspection Report thereto.

The Client authorizes the Inspector to disclose the Inspection Report to their real estate agent. **Yes** ___ **No** ___

- (h) The Client and the Inspector hereby agree that all disputes arising in relation to the inspection and Inspection Report shall be referred to and resolved by binding arbitration pursuant to the applicable legislation governing commercial arbitrations.
- (i) 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 defense of the claim.
- (j) The Inspector shall not be liable to the Client for the cost of any repairs to or replacement of any system, component, or equipment undertaken by the Client without prior consultation with the Inspector.
- (k) The Inspection does not include an inspection for pests, pollutants, toxic materials zoning, building code compliance, mould and/or asbestos. **(Initials)** ___ ___.
- (l) The Inspection does not include an inspection of any outbuildings or other structures not attached to the dwelling other than a garage or carport unless set out in an addendum. **(Initials)** ___ ___.

(Initials) ___ ___

Article 2 - Fee and Acknowledgement

2.1 The fee payable at the time of the visual inspection of the Subject Property shall be as follows:

Fee:	\$ 475.00
GST:	<u>23.75</u>
TOTAL:	<u>\$ 498.75</u>

2.2 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;

Date: _____

CLIENT SIGNATURE

CLIENT SIGNATURE

Per: _____

Authorized Signatory
Egbert Jager, B.Sc RHI
CAHPI Regsitered Home Inspector #2006-041,
AB License # 332 871

(Initials) ____