

# INSPECTION SERVICE AGREEMENT WITH RESPECT TO A CHIEFLY RESIDENTIAL IMMOVABLE

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FILE NUMBER

## 1. PARTIES

BETWEEN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter referred to as **THE CLIENT**)

Represented by: Ilya Goloton      NACHI18081614  
(Hereinafter referred to as **THE INSPECTOR**) Member No.

Telephone No.: \_\_\_\_\_

e-mail: \_\_\_\_\_

## 2. PURPOSE OF THE AGREEMENT

**THE INSPECTOR'S** services are hereby retained by the purchaser (**THE CLIENT**) to perform a **PRE-PURCHASE** inspection of **THE IMMOVABLE** covered by this Inspection Service Agreement.

## 3. WAIVER OF EXHAUSTIVE INSPECTION

**THE CLIENT** hereby confirms that he has been duly advised of the limits of the present inspection as well as of the advantages of an exhaustive inspection of the immovable involving the services of several professionals requiring an average of 24 to 36 hours of work. This information having been supplied, **THE CLIENT** hereby refuses to have performed such an exhaustive inspection of the **THE IMMOVABLE** covered by this Agreement.

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Client's initials

## 4. DESCRIPTION OF THIS IMMOVABLE

The inspection shall be performed on the chiefly residential building located at:

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

If applicable:

- The immovable is held in divided co-ownership (condominium) and the present inspection shall be subject to the terms and conditions contained in Appendix C attached hereto to form an integral part hereof.

YES

NO

- The immovable, although chiefly residential, includes premises that are operated by a business and the present inspection shall be subject to the terms and conditions contained in Appendix E attached hereto to form an integral part hereof.

YES

NO

## 5. PERFORMANCE OF SERVICES

### 5.1 Date and Time of the inspection

**THE IMMOVABLE** shall be inspected on \_\_\_\_\_ at \_\_\_\_\_

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### 5.2 Preparation of the Inspection Report

**THE INSPECTOR** shall prepare the inspection report within 2 day(s) following the visual inspection of **THE IMMOVABLE**.

**THE CLIENT** hereby pledges to **THE INSPECTOR** that he will take no decision to purchase **THE IMMOVABLE** until he has obtained the written inspection report, carefully read, and if required, discussed the same with **THE INSPECTOR**, in order to ensure that he fully understands the report.

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Client's initials

### 5.3 Content of the Inspection

The inspection includes one (1) visit of **THE IMMOVABLE** and the preparation of one (1) inspection report.

### 5.4 Scope and limitations of the Inspection

- The inspection consists of a visual examination of the readily accessible systems and components of **THE IMMOVABLE**, as listed in the Standards or Practice the International Association of Certified Home Inspectors (InterNachi) attached hereto. Such an examination shall be careful but brief and is intended to provide **THE CLIENT** with the necessary information required for a better understanding of the condition of **THE IMMOVABLE**, as observed at the time of the inspection.
- The inspection is not aimed at discovering, nor to allow for the discovery of latent defects affecting **THE IMMOVABLE**, but is aimed at discovering apparent defects and signs revealing problems that could substantially affect the integrity and the usefulness of **THE IMMOVABLE**, as well as meeting the requirement of a prudent and diligent examination of **THE IMMOVABLE** that is imposed on a given buyer by article 1726 of the *Civil Code of Quebec*, printed on the reverse, all in order to protect **THE CLIENT**'s right to allow claims for latent defects against the seller.
- The costs of eventual repairs referred to in the unit cost table annexed to the inspection report, if applicable, are to be understood as being approximate only and may vary from region to region. Moreover, such costs do not constitute any firm tender and consequently must be checked by a licensed contractor.

## 6. COMPLIANCE WITH InterNachi Standards of Practice

The inspection shall be performed in accordance with the Standards of Practice of the International Association of Certified Home Inspectors, which forms an integral part of the present Agreement.

**THE CLIENT** hereby declares, having received at the signing of the present Inspection Service Agreement, a copy of the "*Professional Standards of Practice for the Visual Inspection of Chiefly Residential Buildings*" which is annexed to the present Agreement, having been given all the necessary time to review and discuss its content and having been given the opportunity to ask all the necessary questions for its complete understanding.

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Client's initials

The professional services provided herein shall be performed in accordance with the State-of-the-Art by **THE INSPECTOR**.

**THE INSPECTOR** pledges to act in a prudent and diligent manner in the best interests of **THE CLIENT**. In this regard, **THE INSPECTOR** confirms also that he does not have any financial interest in **THE IMMOVABLE** covered in the present inspection.

In addition, **THE INSPECTOR** declares having an insurance policy which covers errors and omissions.

## 7. CUSTOMER'S OBLIGATIONS

### 7.1 Duty to disclose

**THE CLIENT** pledges to provide all documents and information that are required for the performance of **THE INSPECTOR**'S services, namely the Promise to Purchase and its Annexes if these contain information related to the condition of **THE IMMOVABLE**, the Owners / Seller's declaration and all warranty documents. **THE CLIENT** also pledges to disclose to **THE INSPECTOR** any known defects, whether apparent or not, and any problem that may affect the integrity and use of **THE IMMOVABLE** of which he is aware.

### 7.2 Inspection Completion Certificate

**THE CLIENT** pledges, upon completion of the inspection, to sign or have signed by any person that he may appoint to accompany **THE INSPECTOR** on the day of the inspection, a form entitled "*Chiefly residential Immovable Inspection Completion Certificate*".

### 7.3 Fees and additional services

In consideration of the professional services provided in the present Agreement, **THE CLIENT** shall pay to **THE INSPECTOR** the fees indicated in article 16 of the present Agreement, plus applicable taxes.

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**THE CLIENT** shall pay the fees to **THE INSPECTOR** on the day the inspection is performed as per paragraph 5.1.

It is understood that additional services not provided for in the present Agreement, such as additional visits of the premises, preparation of an additional inspection report or, by request of **THE CLIENT**, the appearance of **THE INSPECTOR** as a witness before a court of law, shall be subject to an additional Agreement between the parties, specially with respect to additional fees **THE CLIENT** will have to pay, according to the rates indicated in article 16 of the present Agreement.

## 8. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

**THE INSPECTOR** hereby disclaims any and all risks related to a real estate transaction. An inspection performed in accordance to the state-of-the-art shall not constitute any warranty or insurance policy against repairs, improvements, or work, whether they be past, present or future, performed on **THE IMMOVABLE**.

## 9. OWNERSHIP AND TRANSMISSION OF THE INSPECTION REPORT

The inspection, including the production of the written report, shall be performed solely for and on behalf of **THE CLIENT** in relation to a potential real estate transaction. Consequently, **THE INSPECTOR** will only deliver a copy of the inspection report to a third party with **THE CLIENT**'s prior written consent or pursuant to a court order, or if requested by the "Quebec

However, **THE INSPECTOR** hereby acknowledges, that the inspection report that he provides to **THE CLIENT** under the present Agreement is intended to become the sole property of **THE CLIENT**.

## 10. OBSERVANCE OF THE LAW

**THE INSPECTOR** shall comply with all laws, regulations or orders applicable to the kind of services that he provides.

## 11. SUPERIOR FORCE

No party shall be considered in default in the performance of the obligations herewith where such performance is delayed, prevented or hindered as a result of absolute necessity, that is, any event that is beyond the parties' control, that the parties could not foresee or prevent and that rendered the performance of the obligation herewith absolutely impossible.

## 12. APPLICABLE LAWS

This Agreement shall be governed by the applicable laws in the Province of Quebec.

## 13. INTERPRETATION

Where applicable, the use of a word in masculine form shall apply also to the feminine form and vice versa and any word in singular form shall apply also to the plural form and vice versa.

## 14. CONTINUATION OR CANCELLATION

In such case that the present Agreement contains any prohibited provision, all other provisions shall remain in full force and shall be binding to the parties unless the provision that derogates from applicable laws is essential to the proper utilization of the Agreement or to the balance of the respective obligations of the parties thereof, and unless an interpretation compatible with applicable laws cannot correct this deficiency, in which case the Agreement shall be declared null and void *ad initio*.

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**15. ADDITIONS OR MODIFICATIONS**

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**16. FEES**

For the professional services rendered, **THE CLIENT** shall pay **THE INSPECTOR** the following fees:

Payment received on: \_\_\_\_\_

By: \_\_\_\_\_

GST#: \_\_\_\_\_

QST#: \_\_\_\_\_

Fees: \_\_\_\_\_

GST: \_\_\_\_\_

QST: \_\_\_\_\_

TOTAL: \_\_\_\_\_

In the event that any additional service would be required, **THE CLIENT** shall pay **THE INSPECTOR** additional fees at an hourly rate of \$\_\_\_\_\_, plus applicable taxes and for a minimum of four (4) hours of work.

**17. SIGNATURES**

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT \_\_\_\_\_, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**THE INSPECTOR**

**THE CUSTOMER**

\_\_\_\_\_  
INSPECTOR

\_\_\_\_\_  
CUSTOMER 1 (or his authorized representative)

\_\_\_\_\_  
CUSTOMER 2 (if applicable)

## CIVIL CODE OF QUEBEC

**Art. 1726.** The seller is bound to warrant the buyer that the property and its accessories are, at the time of the sale, free of latent defects which render it unfit for the use for which it was intended or which so diminish its usefulness that the buyer would not have bought it or paid so high a price if he had been aware of them.

**Art. 1728.** If the seller was aware or could not have been unaware of the latent defect, he is bound not only to restore the price, but to pay all damages suffered by the buyer.

**Art. 1739.** A buyer who ascertains that the property is defective may give notice in writing of the defect to the seller only within a reasonable time after discovering it. The time begins to run, where the defect appears gradually, on the day that the buyer could have suspected the seriousness and extent of the defect.

The seller may not invoke tardy notice from the buyer if he was aware of the defect or could not have been unaware of it.

# INSPECTION COMPLETION CERTIFICATE FOR A CHIEFLY RESIDENTIAL IMMOVABLE

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FILE NUMBER

## 1. PARTIES

BETWEEN:

Ilya Goloton

THE INSPECTOR

THE CLIENT

THE CLIENT

## 2. ADDRESS OF THE IMMOVABLE

## 3. CUSTOMER'S CERTIFICATION

3.1 **THE INSPECTOR** obtained from the seller and reviewed with **THE CLIENT** the document entitled "Declaration by the Seller"

Yes  No  State the reasons why the document was not obtained: \_\_\_\_\_

3.2 **THE INSPECTOR** visually examined the complete exterior of the building with the exception of: \_\_\_\_\_

3.3 **THE INSPECTOR** and **THE CLIENT** discovered \_\_\_\_\_ crack(s) during the inspection of the foundation.

3.4 **THE INSPECTOR** visually examined all interior installed systems and components that are part of his inspection report, with the exception of: \_\_\_\_\_

3.5 **THE INSPECTOR** visually examined the accessible areas of the interior of the building.

Traces of water infiltration are visible: No

Yes  Location: \_\_\_\_\_

Water stains are visible: No

Yes  Location: \_\_\_\_\_

Traces having an appearance of mold are visible: No

Yes  Location: \_\_\_\_\_

Odors are detected: No

Yes  Location: \_\_\_\_\_

If applicable, \_\_\_\_\_ crack(s) were discovered during the inspection of the foundation.

The following comments are provided: \_\_\_\_\_

3.6 **THE CLIENT** acknowledges having received the inspection contract entitled "Inspection Service Agreement with respect to a Chiefly Residential Immovable" and the standards of practice entitled "Professional Standards of Practice for the Visual Inspection of Chiefly Residential Buildings" on the day of the inspection or by:  Fax  Mail  e-mail \_\_\_\_ day(s) prior to the inspection date.

3.7 Persons who were present during the inspection:

Seller 1: \_\_\_\_\_

Broker 1: \_\_\_\_\_

Seller 2: \_\_\_\_\_

Broker 2: \_\_\_\_\_

Client 1: \_\_\_\_\_

Other: \_\_\_\_\_

Client 2: \_\_\_\_\_

## 4. SIGNATURE OF THE CUSTOMER

**THE CLIENT** confirms that he followed **THE INSPECTOR** during the inspection and examined with him the building components as listed above.

In witness whereof, I (we) signed, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CLIENT 1

CLIENT 2

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APPENDIX C - DIVIDED CO-OWNERSHIP

The terms and conditions as per present Appendix C will form an integral part of the inspection contract entitled Inspection Service Agreement with Respect to a Chiefly Residential Immovable Number ISA-\_\_\_\_\_, in regards to the Immovable located at: \_\_\_\_\_

C.1 In addition of the terms and conditions as stated in the Inspection Service Agreement with Respect to a Chiefly Residential Immovable, the present inspection covers the following.

[ ] The Unit exclusively, and, notwithstanding the definition given to the private portion of the declaration of co-ownership, will be limited for the purpose of the present inspection, horizontally, at the surface of the interior finish of the walls and, vertically, from the surface of the ceiling finish to the surface of the floor covering.

[ ] The Unit exclusively, and, notwithstanding the definition given to the private portion of the declaration of co-ownership, will be limited for the purpose of the present inspection, horizontally, at the surface of the interior finish of the walls and, vertically, from the surface of the ceiling finish to the surface of the floor covering, as well as for the installed systems and components listed below, which are part of the building:

- Exterior Yes  No
- Structure, Foundations Yes  No
- Roofing, Flashing and Chimneys Yes  No
- Attic spaces Yes  No
- Staircases/Hallways Yes  No
- Garages/Underground parking Yes  No
- Storage rooms/spaces Yes  No
- Central heating system Yes  No
- Central air-conditioning system Yes  No
- Electrical room Yes  No
- Elevators Yes  No
- Swimming pools Yes  No
- Automatic sprinkler systems Yes  No
- Other fire protection systems Yes  No
- Central plumbing system Yes  No

Notwithstanding the preceding, the present inspection totally excludes: any private portion other than what is defined by the present Appendix, any common portion having restricted usage, and any common portion to which the Inspector does not have access to.

C.2 Other conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read, fully understood and agree with the terms and conditions of the present Appendix

In witness whereof, I (we) signed, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CLIENT 1

CLIENT 2



## ADDENDUM - THERMOGRAPHIC SURVEY AGREEMENT

Thermal imaging (Thermographic Survey) is a technology that allows YG Home Inspection Services to attempt to show you things about a building that can't be shown to you using the normal visual home inspection.

Thermal imaging produces images of invisible heat energy emitted from objects and systems in the building, and allows YG Home Inspection Services to measure it. Thermal imaging helps to diagnose the problem rather than merely identify symptoms, and can sometimes, but not always, identify and document: electrical faults before they cause a fire, overloaded and undersized circuits, circuit breakers in need of immediate replacement, missing, damaged, and/or wet insulation, heat loss and air infiltration in walls, ceilings, floors, windows and doors, water and moisture intrusion that could lead to mold, possible pest infestation, hidden roof leaks before they cause serious damage, air-conditioner compressor leaks, under-fastening and/or missing framing members, structural defects, broken seals in double-pane windows, energy loss and efficiency, dangerous flue leaks, damaged and/or malfunctioning radiant heating systems, unknown plumbing leaks, and overheated equipment. These thermal images can then be included in your inspection report, providing supporting documentation to the report.

This survey is based upon the readily accessible features of the Property and reflects its condition on the day of the survey. The results of this survey for the sole use of the CLIENT shown above and no third party is authorized to rely on this report without having obtained the consent and approval of YG Home Inspection Services.

It is not a warranty, guarantee or insurance against any deficiencies (current or future). It is not a building, fire code, by-law or insurance inspection.

1. CLIENT requests and authorizes YG Home Inspection Services to perform a thermal imaging scan on the building located at:
2. YG Home Inspection Services's liability for any damages allegedly arising out of any aspect of the thermal imaging service shall be limited to the amount paid for the thermal imaging scan. YG Home Inspection Services does not make any representations with respect to the results of the Thermal Imaging inspection. CLIENT voluntarily waives any claim for consequential, exemplary or incidental damages to the fullest extent allowed by law.
3. The thermal imaging scan will be limited in scope to the equipment used by YG Home Inspection Services. The inspection will be a non-invasive and non-destructive examination of the visible, safe and readily accessible portions of the interior and/or exterior of the structure for atypical temperature/thermal variations. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES REGARDING FUTURE USE, HABITABILITY, OPERABILITY, SUITABILITY OR MERCHANTABILITY WITH RESPECT TO THE SUBJECT PROPERTY ARE MADE BY YG Home Inspection Services.
4. Thermal imaging survey do NOT include any inspections, examinations, testing or evaluations for harmful, dangerous or toxic substances, materials or environmental hazards, including, but not limited to: mold, bio-aerosols, radon, lead, asbestos, non-biological airborne particulates, contaminants, petroleum products, petrochemicals, radioactive materials, electromagnetic radiation, or plant, animal or insect secretions or excretions. Infrared cameras are not moisture meters but can aid in identifying areas that warrant further investigation. If YG Home Inspection Services offers any information or opinions about any of the foregoing, this information shall be deemed to be informational only and supplied as a courtesy to the CLIENT, and shall not be deemed to be an amendment to this Thermographic Inspection Agreement.
5. CLIENT agrees to indemnify and hold harmless YG Home Inspection Services, its agents, employees and inspectors for the presence of any harmful, dangerous or toxic substances or materials, or environmental hazards, including, but not limited to, those listed in paragraph 4 of this Thermographic Inspection Contract, as well as for any and all damages and liability for any mitigation, construction, or any other costs associated with the presence of any such hazards, substances or materials.
6. If CLIENT desires to obtain information regarding the presence of any harmful, dangerous or toxic substances, materials or environmental hazards, including, but not limited to, those listed in paragraph 4 of this Thermographic Inspection Agreement, it is solely the responsibility of the CLIENT to contact and engage the services of qualified individuals or companies that specialize in the areas of specific interest or concern.





7. This is a thermographic survey and is in no way a substitute for a building inspection. It is in addition to a building inspection. To achieve an overall understanding of the condition of the Property.

8. Although Infrared Thermal Imaging is a far better diagnostic tool than the naked eye, it does not guarantee 100% accuracy, unless removal or destruction of components can be achieved to validate findings. When possible, other tools are used to verify Thermal Images, but even with these considerations we do not claim to have x-ray vision. Conditions may change and cause the apparent temperature readings revealed in Thermal Images to be different at any given time.

9. The following items are excluded from the inspection:

- Outbuildings including barns, sheds, workshops and cabanas. All appliances including, but not limited to: Stoves, fridges, freezers, dishwashers, washing machines, dryers and window or portable air conditioning units.

- All low voltage wiring for bells, alarm systems and intercoms. All computer routing system wiring and associated outlets and control boxes. All theatre or surround sound wiring including any satellite or cable TV wires, satellite dishes and associated equipment. Swimming pools, spas, hot tubs, whirlpool or air tubs, saunas and all related controls including plumbing, fencing and safety features.

- Environmental issues including but not limited to mold, mildew, asbestos, radon, UFFI (urea formaldehyde foam insulation) and lead.

- Specifically excluded are any matters or problems (health or otherwise) arising from the presence of molds, mildew, fungi, toxins of any type including fuel oils or flammable chemicals and any necessary environmental clean up or abatement costs that may be incurred.

- Sewer and septic systems of any type, including any hidden, underground or other inaccessible pipes, tanks, pumps or other features.

- Buried oil tanks and the inaccessible areas of above ground tanks. Furnace or heat pump heat exchangers and any areas of furnaces, air conditioning or other units those are not accessible from normal inspection panels.

10. YG Home Inspection Services is not permitted to carry out destructive testing (drilling holes in walls for instance, removal of wall finishes or ceiling finishes) and does not dismantle heating or cooling units of any type unless authorized in writing from the building owner.

- Hantavirus is a concern in some areas. Droppings from rodents are common in the uninhabited areas of most homes (attics and walls for instance). The inspection cannot determine the level of infestation (if any) and we recommend that you contact the rodent control officer from your local municipality if you are concerned or need further information.

- The thermographic survey is intended to substantially increase your knowledge of the condition of the building and its associated systems, and to make you aware of deficiencies that are considered to be safety issues or which may adversely affect its performance.

- Existing buildings are not required to comply with current codes or bylaws in retrospect. This survey makes no claims as to the compliance or otherwise of the subject building and its systems, with any building, construction, electrical or plumbing codes nor with any insurance company requirements that may be in force.

11. Where inspection report indicates the need for further investigation or review by qualified personnel (a structural engineer or electrician for instance) you must have the results of that investigation or review to hand before proceeding with transaction.

**I have carefully read the foregoing and I understand, accept and agree with all of the terms and condition this Thermographic Inspection Agreement, prior to the start of this inspection.**

CLIENT 1 \_\_\_\_\_

CLIENT 2 \_\_\_\_\_