

INSPECTION SERVICE AGREEMENT OF A MAINLY RESIDENTIAL BUILDING

File Number _____

1. THE PARTIES

 _____ Qc

Represented by: _____
 (Hereinafter referred to as **THE INSPECTOR**)

APCHQ membership #: _____

 _____ Qc

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

Telephone: _____

Email: _____

2. CONTRACTUAL OBJECTIVE

THE INSPECTOR'S services are hereby retained by the purchaser (**THE CLIENT**) to perform an inspection of the building covered by this Inspection Service Agreement.

3. LIMITS OF THE INSPECTION

THE CLIENT hereby acknowledges that he has been duly informed of the limits of the visual inspection of a building carried out by several building inspections further to an exhaustive inspection. He states that he understands the difference between the visual inspection and the exhaustive inspection and accepts the visual inspection. **THE CLIENT** confirms that he has received and understands **APPENDIX A**

INITIALS

4. ADDRESS OF THE BUILDING TO BE INSPECTED AND DESCRIPTION OF THE BUILDING

4.1 **DESCRIPTION OF THE BUILDING:** single-family, duplex, triplex, multiplex_____, condominium.

4.2 The building is held in **DIVIDED CO-OWNERSHIP** and the present inspection is subject to the terms and conditions set forth in **Annex B** of this contract:

YES NO

5. DATE AND TIME OF THE INSPECTION

The building inspection will take place on: at _____

6. PRODUCTION OF THE REPORT

6.1 The inspection report will be available within _____ days following the date of the inspection.

6.2 With regard to **THE INSPECTOR**, **THE CLIENT** agrees not to make a decision concerning the BUILDING before he has receive and carefully read the written inspection report and, if necessary, speak with **THE INSPECTOR** to ensure a clear understanding of the report.

INITIALS

7. CONTENT OF THE INSPECTION

The inspection includes one (1) BUILDING visit and the production of one (1) inspection report.

8. OBJECTIVES AND LIMITATIONS OF THE VISUAL INSPECTION

8.1 The inspection consists of a visual examination of the building`s systems and components which are readily accessible as listed in the APCHQ Standard of Practice and will be carried out in accordance with the Standard that is an integral part of this contract.

8.2 The APCHQ Standard of Practice determines the requirements and limitations of the inspection.

8.3 The inspection does not target nor can it uncover hidden defects that can affect the building but aims to uncover apparent defects and indicators of potential defects that could affect the integrity and usefulness of the building.

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9. BUILDING INSPECTION STANDARD OF PRACTICE USED BY THE INSPECTOR

THE CLIENT declares that he has received a copy of the APCHQ Standard of Practice prior to the signing of this contract and that he has had sufficient time to acquaint himself with its content and ask any question necessary for its total understanding.

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INITIALS

10. INSPECTOR'S OBLIGATIONS

- 10.1 **The INSPECTOR** declares he has no financial interest in the building concerned.
- 10.2 The present contract complies with laws in force in Quebec and if a clause contravenes a law, that clause alone will be excluded.
- 10.3 **The INSPECTOR** has valid errors and omissions insurance coverage.
- 10.4 **THE INSPECTOR** assumes an obligation of means and not of result.

11. CLIENT'S OBLIGATIONS

- 11.1 **THE CLIENT** agrees to provide all documents and information required for **THE INSPECTOR**'s services, the promise to purchase and its attachments when containing information pertinent to the state of the building, any vendor declaration and guarantees. **THE CLIENT** specifically agrees to disclose to **THE INSPECTOR** any defect, apparent or not, and any problem of which he is aware that could affect the integrity or usefulness of the building.
- 11.2 At the end of the inspection, **THE CLIENT** agrees to sign the document "**CERTIFICATE OF EXECUTION OF AN INSPECTION OF A MAINLY RESIDENTIAL PROPERTY**" included in the present contract.
- 11.3 **THE CLIENT** agrees to pay the inspection fees at the end of the inspection. These fees only cover a single visit of the premises.
- 11.4 The inspection report is for **THE CLIENT**'s exclusively use and cannot be used by a third party.
- 11.5 If applicable, **THE CLIENT** has been informed that **THE INSPECTOR** is an independent authorized inspector / franchisee.
- 11.6 **THE CLIENT** has been informed that the personal information collected for the purposes of the inspection will be kept for life by the inspector (requirement in the event of a dispute). He also acknowledges that he has been informed of the company's policy personal information.

12. ADDITIONS OR MODIFICATIONS TO THIS INSPECTION SERVICE AGREEMENT

13. FEES

Amount received on: _____ By: <input type="checkbox"/> Bank transfer <input type="checkbox"/> Cheque <input type="checkbox"/> Cash GST#: _____ PST#: _____		Fees: _____ GST: _____ PST: _____ TOTAL: _____
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If an additional service such as another visit, a report or a Court testimony, is requested by **THE CLIENT**, the latter will pay **THE INSPECTOR** additional fees at an hourly rate of _____ for a minimum of four (4) hours plus all applicable taxes.

14. SIGNATURE

In witness whereof, the parties have signed:

_____, this _____ day of _____

CLIENT 1:
CLIENT 2:

1. THE PARTIES

THE INSPECTOR:_____
CLIENT 1:_____
CLIENT 2:_____
BUILDING ADDRESS

2. CLIENT'S AGREEMENT

2.1 **THE CLIENT** confirms that he has reviewed the *SELLER'S DECLARATION* document with **THE INSPECTOR**.

YES NO for the following reason(s): _____

2.2 **THE INSPECTOR** and **THE CLIENT** visually examined the entire exterior of the building according to the Standard of Practice. Except: _____

2.3 During the inspection, **THE INSPECTOR** and **THE CLIENT** observe _____ cracks in the exterior foundation.

2.4 **THE INSPECTOR** and **THE CLIENT** visually inspected the entire interior of the building in accordance with the Standard of Practice. Except: _____

BUILDING'S INTERIOR

2.5 **THE INSPECTOR** and **THE CLIENT** noted:

a) Water infiltration was visible:

NO YES Location(s): _____

b) Visible stains:

NO YES Location(s): _____

c) Visible appearance of mould:

NO YES Location(s): _____

d) Noticeable odors:

NO YES Location(s): _____

e) _____ interior foundation cracks were visible.

Location(s): _____

f) Other(s): _____

2.6 **THE CLIENT** confirms that he has received and understood the Inspection Service Agreement, the Standard of Practice and Annex A during the inspection , by email , _____ days before the inspection.

People present during the inspection:

Client: _____ Seller's broker: _____

Client: _____ Client's broker: _____

Seller: _____ Other: _____

Seller: _____ Other: _____

3. CLIENT'S SIGNATURE

THE CLIENT declares that he has followed **THE INSPECTOR** during the inspection and has seen the different elements listed above with **THE INSPECTOR**.

SIGNED IN: _____ DATE: _____

THE INSPECTOR:_____
CLIENT 1:_____
CLIENT 2:

BUILDING ADDRESS

If required, additional inspections can be carried out by professionals in their respected fields. (The following are not included in a visual inspection.) All prices in this document or illustrative quotes can fluctuate and vary due to different factors. All applicable fees and taxes are extra.

	APPROXIMATE COST
1. Any building detached from the main building (i.e.: garage, shed, etc.).....	\$50 and up
2. Chimneys, fireplaces, solid fuel stoves, etc. by a specialist	\$200 and up
3. Electricity: electrical panel opening and complete technical verification by a master electrician	\$250 and up
4. Plumbing: full technical inspection by a master plumber	\$250 and up
5. Technical inspection: heating, air conditioning, ventilation, oil tank	\$175 and up
6. Air quality test: mould, radon or other	\$300 and up
7. Infrared thermography.....	\$300 and up
8. Foundation drain camera test	\$300 and up
9. Inspection in compliance with the codes governing the construction industry.....	\$1,500 and up
10. Security inspection	\$1,000 and up
11. Wastewater elements (septic tank, septic field) inspection.....	to be determined
12. Surface well or artesian inspection.....	to be determined
13. Swimming pools, whirlpools, saunas or other similar equipment	\$300 and up
14. Repair cost estimate.....	\$120/hr and up
15. Foundation waterproofing and structural defect inspection.....	\$1,000 and up
16. Foundation cracks repair evaluation	\$500 and up
17. Pyrite test	\$450 and up
18. Other: _	

THE CLIENT understands and accepts the conditions of this Annex: _____

Signed in _____, this _____ day of _____, _____

THE INSPECTOR:

CLIENT 1:

CLIENT 2:

BUILDING ADDRESS:

1. The present inspection deals exclusively with the inspection of systems and components installed inside the private residential unit.

INITIALS

2. Indoor and outdoor common areas are not included in this inspection. For these areas, you must contact the Syndicate of co-ownership for information on known defects, faults, maintenance problems and upcoming work.

3. The inspection of a divided co-ownership building can include the common areas. In this event, the Inspector must obtain written permission from the Syndicate of co-ownership.

- Exterior Yes No
- Structure, Foundations Yes No
- Roofing, Flashing, Chimneys Yes No
- Attic space Yes No
- Staircases, Hallways Yes No

4- The present inspection completely and totally excludes all other private areas other than the private residential unit that is the subject of this inspection, all common areas of restricted use, and all common areas that the inspector cannot visit freely.

5- Other conditions: _____

6- Signatures: **THE CLIENT UNDERSTANDS AND ACCEPT THE CONDITIONS OF THIS ANNEX.**

Signed in _____, this _____ day of _____,

THE INSPECTOR:

CLIENT 1:

CLIENT 2: