



Phone: (506) 381-4456 Fax: (506) 384-0439 Email: normand@nb.sympatico.ca Website: www.provisionhomeinspections.ca

Pre-Inspection Agreement

This agreement limits our liability. Please read carefully and understand before signing.

GENERAL:

This report is intended only as a general guide to help the client make his/her own evaluation of the overall condition of the home and is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase. The report expresses the personal opinions of the inspector, based upon his visual impressions of the conditions that existed at the time of the inspection only. 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. The inspection and report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered. Note: a technically exhaustive inspection would involve several professionals, and cost substantially more than a general visual inspection. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation was performed. All components and conditions which by the nature of their location are concealed, camouflaged, or difficult to inspect are excluded from the report. 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.

Systems and conditions which are not within the scope of the building inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, and other environmental hazards; pest infestation, wood-destroying insects, allergens, playground equipment, efficiency measurement of insulation or heating and cooling equipment, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured; water wells (water quality and quantity); zoning ordinances; intercoms; security systems; heat sensors; cosmetics; or building code conformity. Any general comments about these systems and conditions are informational only and do not represent an inspection.

The inspection does not include the air quality in a building. The inspector does not try to determine if there are irritants, contaminants, pollutants, or toxic materials in or around the building. The inspection does not include spores, fungus, mold or mildew, including that which may be present behind walls or under floors. Please note that whenever there is water damage noted in the report, there is a possibility that mold or mildew may be present, unseen behind walls, floors or ceilings. If anyone in your home suffers from allergies or sensitivity to air quality, we recommend that you consult a qualified environmental consultant who can test for toxic materials, mold and allergens at additional cost.

The inspector does not look for and is not responsible for fuel oil, septic or gasoline tanks that may be buried on the property. If fuel oil or other storage tanks remain on the property, you may be responsible for their removal and the safe disposal of any contaminated soil. All wood burning installations should be cleaned and inspected by a WETT (wood energy technical trainer) certified technician BEFORE use.

Roof and basement leakage and sewer back ups are often unpredictable and generally unexpected. We are therefore not able to provide any guarantee that these items will not leak, back up or significantly deteriorate, before the expiry of any estimated lifespan that may be shown elsewhere in this report.

The inspection report should not be construed as a compliance inspection of any governmental or nongovernmental codes or regulations. The report is not intended to be a warranty or guarantee of the present or future adequacy or performance of the structure, its systems, or their component parts. Any photos taken and included in the Inspection Report shall be used as a visual guide only. The report will not include photos of all deficiencies of the building and components. This report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the property, and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience. 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.

We certify that our inspectors have no interest, present or contemplated, in this property or its improvement and no involvement with trades people or benefits derived from any sales or improvements. To the best of our knowledge and belief, all statements and information in this report are true and correct.

The inspection is conducted in accordance with the Canadian Association of Home and Property Inspectors (CAHPI) Standards of Practice. You can download a copy at CAHPI Atlantic website, or we can send a copy to you if you wish. Should any disagreement or dispute arise as a result of this inspection or report, the Client will allow Pro Vision Inspection Services Inc. to inspect the property prior to



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any repairs or waive the right to make a claim. Client agrees not to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of an emergency. The Inspector's total liability to the Client for mistakes, errors or omissions in the Inspection and Inspection Report shall be limited to the amount of the fee paid for the Inspection, and not to exceed. The Client agrees to immediately accept a refund of the fee as full settlement of any and all claims which may ever arise from this inspection. 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.

Pro Vision Inspection Services Inc. is not responsible for the actions or safety of any persons other than the inspector during the inspection process.

We do not quote prices for repairs. Some may argue that the buyer needs this sort of information to make an informed decision and balanced judgment and is precisely for that reason that our policy exists. Most home inspectors can quote a price range for works however, when the range spans several thousand dollars, it creates an opportunity for argument and conflict. In any circumstances where the repairs required are significant enough for buyer and seller to be concerned, we recommend that you obtain at least two written quotes from qualified contractors. In that way, both parties will know the reality of the situation and can proceed from there.

Contractors' advice and that of your home inspector are sometimes in conflict. Remember that the home inspector works for you. When suggesting that basement leakage may be resolved by attention to eavestroughs, grading and window wells, he has both the problem and the balance of your checking account in mind. A contractor called to view the same scenario, may suggest a ten thousand dollar approach. Both will work. You must choose which remedy you prefer.

Client is advised to read the entire body of the report and not to rely upon any verbal comments or the Summary alone. Review the entire body of the report in detail and make decisions only upon trusted advice of Family Members, Your Realtor and Outside Consultants, including Financial Advisors. It is in your best interest to follow up on any recommendations made by the Inspectors prior to making a final purchasing decision. Purchasing a home for your family is a major financial decision, and it is one not to be made hastily or under rushed circumstances.

Your attendance at the inspection is a major factor in that input. We appreciate that circumstances can occasionally make it impossible for the buyer to be on site at the time of the inspection. This written report however, will never replace the understanding achieved from a one-on-one interaction with the inspector.

Report use and ownership:

The Inspection report is owned solely by Pro Vision Inspection Services Inc. 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 Pro Vision Inspection Services Inc. 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, individual, jointly, and/or otherwise, the inspector, Pro Vision Inspection Services Inc., their successors, and their heirs.

Fee and payment terms (New Brunswick)

The fee for the inspection will be \$0.00. 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.

<p>By initialing here, I confirm that I have read and understood the Pre-Inspection Agreement:</p>



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Pre-Inspection Agreement Contract Information

Site Information

Site Address: _____
_____ Time: _____

Client Information

Name: _____
Address: _____
Phone (Res): _____ Phone (Bus): _____
Cell Phone: _____ Email: _____

Inspection Service

Inspector: Norm LeBlanc
Fee: \$ _____ *Payable at the time of inspection*
Type of Inspection: Pre-purchase Pre-sale Other _____
REA: _____ Confirmed: Yes Other _____
Additional Information: _____

Please read and understand the Pre-Inspection Agreement before signing

I have read, understood and accepted the **Pre-Inspection Agreement** of this Home Inspection. I am aware that the fee paid for this inspection is for professional time and is not a guarantee of present or future conditions and is not an insurance policy of any kind. The inspection, pre-inspection agreement and report do not substitute the need for a current and accurate disclosure of the property condition by the vendor.

Client Signature: _____
Inspector Signature: _____
Date: _____