

HOME INSPECTION CONTRACT

THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS
PLEASE READ CAREFULLY BEFORE SIGNING

File#: _____

BETWEEN (the “CLIENT”)

Client’s Name: _____

Client’s Address: _____

Client’s Phone Number: _____

Client’s Email Address: _____

AND (the “INSPECTOR”)

Inspector Name: YU LONG WANG

Licence Number of Inspector: 59936

Business Name: 360 SafeHome Inspectons

Business Address: #20-15065 58 Avenue, Surrey, BC V3S 8Z5

Inspector’s Phone Number: (604) 417-4176 (Cell Phone)

Inspector’s Email Address: 360safehome@gmail.com

In relation to property to be inspected (the “Subject Property”) located at _____
_____ on the date of _____ (M/D/Y).

STATEMENT

Home inspectors operating in British Columbia are required to be licensed under the **Business Practices and Consumer Protection Act** and are regulated under that Act. The services of a home inspector are not provided on behalf of, or in affiliation with, the Province of British Columbia or the Business Practices and Consumer Protection Authority (commonly known and doing business as Consumer Protection BC). For more information on the regulation of home inspectors, what a home inspection should involve, how to select a home inspector and about your rights as a consumer, please contact Consumer Protection BC.

The notice of cancellation of contract can be found at PART 5: THE NOTICE OF CANCELLATION in this Home Inspection Contract.

THE CLIENT AND INSPECTOR ACKNOWLEDGE AND AGREE AS FOLLOWS:

PART 1: SCOPE OF INSPECTION

The CLIENT hereby requests that the INSPECTOR perform an inspection of the Subject Property and provide a written Home Inspection Report.

The inspection shall be performed in accordance with the ***Standards of Practice of the Canadian National Association of Certified Home Inspectors (CanNACHI)***, which is an integral and non-splittable part of the contract.

The Home Inspection Report will be provided to the CLIENT within 24 hours of the inspection being completed.

The inspection is non-invasive and the Inspection Report will provide opinions as to the conditions of the Subject Property based on a visual examination of readily accessible areas, systems and components of the Subject Property at the time of the inspection is performed.

The purpose of the Home Inspection is to evaluate the general condition of the Subject Property. This includes to find and identify visible existing major problems and to determine whether inspected systems are still performing their intended functions.

The condition of certain systems, components and equipments will be randomly sampled by the INSPECTOR. Examples include but may not be restricted to, windows/door operation, electrical receptacles, switches and lights, cabinets, mortar, masonry, paint and caulking integrity, roof covering materials, and examination of interior and exterior surfaces for signs of moisture ingress. Furniture, rugs, appliances, stored items, etc. will not be moved for the inspection.

The inspection is not a Building Code inspection, title examination, nor a By-law compliance inspection. The INSPECTOR does not offer an opinion as to the advisability or inadvisability of the purchase of the Subject Property, its value or its potential use. The Inspection Report will not provide damage loss, repair or replacement cost estimates.

The CLIENT is encouraged, at his own risk, to participate in the visual inspection process and accepts responsibility for the consequences of electing not to do so.

PART 2: STANDARDS OF PRACTICE

STANDARDS OF PRACTICE CANADIAN NATIONAL ASSOCIATION OF CERTIFIED HOME INSPECTORS

The Standards of Practice are a set of guidelines for home inspectors to follow in the performance of their inspections.

The Standards of Practice and Code of Ethics are recognized by many related professionals as the definitive standard for professional performance in the industry.

The Canadian National Association of Certified Home Inspectors (CanNACHI) is a not for-profit association. CanNACHI's objectives include promotion of excellence within the profession and continual improvement of inspection services to the public.

A PURPOSE AND SCOPE

The purpose of these Standards of Practice is to establish a standard for private, fee-paid home inspectors who are members of CanNACHI. Home Inspections performed to these Standards of Practice are intended to provide the CLIENT with information regarding the condition of the systems and components of the home as inspected at the time of the Home Inspection.

The Inspector shall inspect readily accessible and installed systems and components of homes listed in these Standards of Practice.

The Inspector shall report on those systems and components inspected which, in the professional opinion of the inspector, are significantly deficient or are near the end of their service lives.

The Inspector shall report a reason why, if not self-evident, the system or component is significantly deficient or near the end of its service life.

The Inspector shall make recommendations (if he or she chooses to) to correct or monitor the reported deficiency.

The Inspector shall report on any systems and components designated for inspection in these Standards of Practice which were present at the time of the Home Inspection but were not inspected and a reason they were not inspected.

These Standards of Practice are not intended to limit inspectors from:

- including other inspection services, systems or components in addition to those required by these Standards of Practice.
- specifying repairs, provided the inspector is appropriately qualified and willing to do so.
- excluding systems and components from the inspection if requested by the CLIENT.

B ROOFING

The Inspector is required to observe and report on the systems and components herein:

1. Roof covering materials.
2. Roof penetrations and flashings.

3. Chimneys
4. Skylights
5. Roof drainage components including gutters and downspouts.
6. General structure of the roof from the readily accessible panels, doors or stairs or hatch
7. Observe and report evidence of water penetration.

The Inspector is not required to observe and report on the systems and components herein:

8. Accessories that do not make up part of the roofing such as lightning arrestor systems, antennae, solar heating systems, de-icing equipment.
9. Predict the service life expectancy of the roof.
10. Inspect underground downspout diverter drainage pipes.
11. Move or disturb insulation.
12. Perform a water test.
13. Walk on roofing where in judgement of the inspector could be dangerous or cause damage.
14. Warrant or certify or guarantee the roof.

C EXTERIOR

The Inspector is required to observe and report on the systems and components herein:

1. Exterior wall covering/surfaces, eaves and trim.
2. Doors, windows, and flashings.
3. Garages and carports that are attached to the main building.
4. All exterior doors, decks, stoops, steps, stairs, porches, railings, eaves, soffits and fascias.
5. Balconies including stairs, guards and railings.
6. Observe and report impact of lot grading and vegetation.
7. Retaining walls when these are likely to adversely affect the structure.
8. Walkways and driveways on the building.
9. Test the operation of power operated garage door openers, including the stop and automatic reverse functions.

The Inspector is not required to observe and report on the systems and components herein:

10. Geological, hydrological and/or ground and soil conditions.
11. Yard fencing.
12. Seasonal accessories such as removable storm windows, Storm doors, screens and shutters.
13. Storage sheds and other structures not part of the building.
14. Any items or facilities not directly related to the building structure, such as swimming pools, saunas, hot tubs, tennis courts, etc.
15. Seawalls, break-walls and docks.
16. Playground equipment or recreation facilities
17. Erosion control and earth stabilization measures.
18. Drain fields or dry-wells, septic systems or cesspools.
19. Water wells or springs.
20. Determine the integrity of the thermal window seals or damaged glass.
21. Verify or certify safe operation of any auto reverse or related safety function of a garage doors.

D STRUCTURE

The Inspector is required to observe and report on the systems and components herein:

1. Visible foundation walls.
2. Floors, columns, walls, roofs, attics.
3. Report any general indications of foundation movement observed by the inspector, such as but not limited to drywall cracks, brick cracks, out-of-square door frames or floor slopes and concrete wall cracks.
4. Report on any cutting, notching and boring of framing members which may present a structural or safety concern.
5. Chimneys.
6. Wood in contact or near soil.
7. Crawl spaces, basements.
8. Observe and report any evidence of water penetration and condensation.
9. Observe and report any evidence of deterioration from insects, rot, or fire.

The Inspector is not required to observe and report on the systems and components herein:

10. Inspect areas that are not reasonably accessible or visible.
11. Enter any crawlspaces that are not readily accessible or where entry could cause damage or pose a hazard to the inspector.
12. Move stored items or debris.
13. Identify size, spacing, span, location or determine adequacy of foundation bolting, bracing, joists, joist spans or support systems.
14. Provide any engineering or architectural service.
15. Report on the adequacy of any structural system or component.

E INSULATION & VENTILATION

The Inspector is required to observe and report on the systems and components herein:

1. Insulation and vapour barriers in accessible attics, crawl spaces and unfinished basements.
2. Ventilation of attics and unheated crawl spaces.
3. Report on the general absence or lack of insulation.
4. Operate exhaust fan ventilation systems.

The Inspector is not required to observe and report on the systems and components herein:

5. Concealed insulation and vapour barrier systems.
6. Inspect areas that are not reasonably accessible or visible.
7. Move, touch, or disturb insulation or vapour barriers.
8. Identify the composition or exact R-value of insulation material.
9. Determine the types of materials used in insulation or wrapping of pipes, ducts, jackets, boilers, and wiring.
10. Determine the adequacy of ventilation.

F. ELECTRICAL

The Inspector is required to observe and report on the systems and components herein:

1. Service entrance cable and location and integrity of the insulation, drip loop, or separation of conductors at weather heads and clearances from grade or rooftops.
2. Main service panel, auxiliary panels and location.
3. Test all Ground Fault Circuit Interrupter (GFCI) receptacles and GFCI circuit breakers observed and deemed to be GFCI's during the inspection using a GFCI tester.
4. Panel over current protection and system grounding.
5. Branch circuit wiring and related over current protection.
6. Report on any unused circuit breaker panel openings that are not filled.
7. Amperage and voltage ratings of the main service panel.
8. A representative number of switches, receptacles, lighting fixtures, AFCI receptacles.
9. The means for disconnecting the service main.
10. Outlets noted above are to be checked for polarity and grounding.
11. All exterior outlets and those within 1.5 metre of plumbing fixtures will be checked for polarity, grounding and ground fault circuit protection.
12. Report the absence of smoke detectors.
13. Report the presence of solid conductor aluminum branch circuit wiring if readily visible.

The Inspector is not required to observe and report on the systems and components herein:

14. Insert any tool, probe or device into the main panel board sub-panels, distribution panel boards, or electrical fixtures.
15. Secondary wiring systems such as low voltage wiring, telephone wiring, cable television wiring, etc.
16. Any components not related to the primary electrical systems such as security systems, swimming pool wiring and time-control devices.
17. Inspect private or emergency electrical supply sources, including but not limited to generators, windmills, solar panels, or battery or electrical storage facilities.
18. Provide or remove power for equipment.
19. Inspect or test de-icing equipment.
20. Conduct voltage drop calculations.
21. Determine the accuracy of circuit labelling.
22. Verify the service ground.
23. Test the operation of smoke detectors
24. Dismantle, remove, adjust or perform any task on any electrical equipment that would require a qualified trades person to perform.
25. Insert or remove fuses, or operate circuit breakers.

G HEATING AND COOLING SYSTEMS

The Inspector is required to observe and report on the systems and components herein:

1. The heating systems using normal operating controls and describe the energy source and heating method.
2. Furnace and distribution system, including fans, ducts, dampers, supports, filters, insulation and registers.
3. Boilers and distribution system including pumps, piping, valves, supports, insulation, radiators and convectors.
4. Flue piping, vents, and chimneys.
5. Heat recovery ventilator.
6. Interior fuel storage equipment supply piping, venting, supports, and evidence of leakage.
7. Cooling equipment and distribution system including fans, ducts, dampers, supports, filters, insulation, registers and piping.
8. The presence of manufacturer's build-in safety controls.
9. The presence of a heat source in each room.
10. Test system using the thermostat or other similar standard operating controls.
11. Readily accessible and removable panel covers designed for homeowner access may be removed for inspection purposes.

The Inspector is not required to observe and report on the systems and components herein:

12. Inspect or evaluate interiors of flues or chimneys, fire chambers, heat exchangers, humidifiers, dehumidifiers, electronic air filters, solar heating systems or fuel tanks.
13. Determine the uniformity, temperature, flow, balance, distribution, size, capacity, adequacy, BTU, or supply adequacy of the heating system.
14. Any portable heating/cooling, humidifying, dehumidifying or air cleaning equipment.
15. Activate any HVAC systems when ambient temperatures or when other circumstances are not conducive to safe operation or may damage the equipment.
16. Evaluate fuel quality.
17. Verify thermostat calibration, heat anticipation or automatic setbacks, timers, programs or clocks.
18. Examine electrical current, coolant fluids or gases, or coolant leakage.
19. Dismantle, remove, adjust or perform any function on any heating or cooling equipment that would require a qualified tradesperson to perform.
20. Light or ignite pilot flames.
21. Change settings or conditions on equipment.

H PLUMBING

The Inspector is required to observe and report on the systems and components herein:

1. Verify the presence of and identify the location of the main water shut-off valve.
2. Water supply piping into house and within house, pipe supports and insulation.
3. Drain, waste, and vent piping, pipe supports and insulation.
4. Inspect the water heating equipment, including combustion air, venting, connections, energy sources, seismic bracing, and verify the presence or absence of temperature-pressure relief valves and/or Watts 210 valves.
5. Inspect the drainage sump pumps and test pumps with accessible floats.
6. Presence of cross-connections that could contaminate the potable water.
7. Water volume and pressure should be tested by opening the faucets to obtain a reasonable flow of one or more fixtures simultaneously, and at various locations in the house.
8. Water drainage should be tested by draining one or more fixtures simultaneously, and at various locations in the house.

9. Test the water supply by operating valves and faucets.
 10. Observe and report any leaks in the piping systems.
 11. Determine if the water supply is public or private.
 12. Determine the presence and location of accessible clean-outs for the drain/waste/vent piping.
- The Inspector is not required to observe and report on the systems and components herein:***
13. Ignite or extinguish fires, pilot lights, change settings or conditions on equipment.
 14. Determine the exact flow rate, volume, pressure, temperature, or adequacy of the water supply.
 15. Operate any valves other than those used on a regular or daily basis.
 16. Inspect interiors of flues or chimneys, water treatment or filtering systems, well pumps, tanks, safety or shut-of valves, floor drains, lawn sprinkler systems or fire sprinkler systems.
 17. Determine the water quality or potability or the reliability of the water supply or source.
 18. Foundation drainage system and yard piping.
 19. Inspect clothes washing machines or their connections.
 20. Test shower pans, tub and shower surrounds or enclosures for leakage.
 21. Evaluate the compliance with local conservation or energy standards, or the proper design or sizing of any water, waste or venting components, fixtures or piping.
 22. Determine the effectiveness of anti-siphon, back-flow prevention or drain-stop devices.
 23. Determine whether there are sufficient clean-outs for effective cleaning of drains.
 24. Test, operate, open or close safety controls, manual stop valves and/or temperature or pressure relief valves.
 25. Inspect water storage tanks, pressure pumps or bladder tanks.
 26. Evaluate wait time to obtain hot water at fixtures, or perform testing of any kind to water heater elements.
 27. Determine the existence or condition of polybutylene plumbing.
 28. Dismantle, remove, adjust or perform any function on any plumbing equipment that would require a qualified tradesperson to perform.

I INTERIORS

The Inspector is required to observe and report on the systems and components herein:

1. Floors, walls, ceilings and trim.
2. Fire separating walls and party walls.
3. Stairs, guards and railings.
4. Observe condition of permanently installed counters and cabinets.
5. Observe and report on any evidence of water penetration and condensation.
6. The presence of smoke detectors.
7. Randomly select and operate where reasonably accessible a representative number of doors and windows.

The Inspector is not required to observe and report on the systems and components herein:

8. Treatments such as paint, wallpaper, carpeting, blinds, drapes, and other similar treatments.
9. Kitchen, bathroom, and laundry appliances.
10. Observe fireplace insert installation.
11. Any items or facilities not directly related to the interior systems and components such as swimming pools, saunas, hot tubs, ponds and waterfalls.
12. Move furniture, stored items, or any coverings like carpets or rugs in order to inspect the concealed floor structure.
13. Move drop / suspended ceiling tiles.
14. Operate or examine any sauna, steam-jenny, kiln, toaster, plug-in kitchen appliances, or other ancillary devices.
15. Inspect elevators, remote controls, appliances, or any items not permanently installed.
16. Examine or operate any above-ground, movable, freestanding, or non-permanently installed pool/spa, recreational equipment or self-contained equipment.
17. Test the operation of Smoke Detectors.
18. Solid Fuel burning appliances including wood burning fireplaces and wood stoves.

J. GENERAL LIMITATIONS AND EXCLUSIONS

1. General limitations:

- a. Inspections performed in accordance with these Standards of Practice are not technically exhaustive.
- b. and will not identify concealed conditions or latent defects.
- c. These Standards of Practice are applicable to buildings with four or fewer dwelling units and their garages or carports.

2. General exclusions:

- a. The inspector is not required to perform any action or make any determination unless specifically stated in these Standards of Practice, except as may be required by lawful authority.
- b. Inspectors are NOT required to determine:
 - 1) the condition of systems or components which are not readily accessible.
 - 2) the remaining life of any system or component.
 - 3) the strength, adequacy, effectiveness, or efficiency of any system or component.
 - 4) the causes of any condition or deficiency.
 - 5) the methods, materials, or costs of corrections.
 - 6) future conditions including, but not limited to, failure of systems and components.
 - 7) the suitability of the property for any specialized use.
 - 8) compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.).
 - 9) the market value of the property or its marketability.
 - 10) the advisability of the purchase of the property.
 - 11) the presence of potentially hazardous plants or animals including, but not limited to wood destroying organisms or diseases harmful to humans.
 - 12) the presence of any environmental hazards including, but not limited to toxins, carcinogens, noise, and contaminants in soil, water, and air.
 - 13) the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
 - 14) the operating costs of systems or components.
 - 15) the acoustical properties of any system or component.

3. Inspectors are NOT required to offer:

- a. or perform any act or service contrary to law
- b. or perform engineering services.
- c. or perform work in any trade or any professional service other than home inspection.
- d. warranties or guarantees of any kind.

4. Inspectors are NOT required to operate:

- a. any system or component which is shut down or otherwise inoperable.
- b. any system or component which does not respond to normal operating controls.
- c. shut-off valves.

5. Inspectors are NOT required to enter:

- a. any area which will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components.
- b. the under-floor crawl spaces or attics which are not readily accessible.

6. Inspectors are NOT required to inspect:

- a. underground items including, but not limited to underground storage tanks or other underground indications of their presence, whether abandoned or active.
- b. systems or components which are not installed.
- c. decorative items.
- d. systems or components located in areas that are not entered in accordance with these Standards of Practice.
- e. detached structures other than garages and carports.
- f. common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing.

7. Inspectors are NOT required to:

- a. perform any procedure or operation which will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or it's systems or components.
- b. move suspended ceiling tiles, personal property, furniture, equipment, plants, soil, snow, ice, or debris.
- c. dismantle any system or component, except as explicitly required by these Standards of Practice.

PART 3: LIMITATIONS AND EXCLUSIONS

The purpose of the Home Inspection is to find and identify visible existing major problems apparent at the time of inspection. INSPECTOR can greatly reduce the risk of a home purchase but it is impossible to totally eliminate the risk, some deficiencies may go unnoted in the report and the CLIENT accepts this. **The inspection and Inspection Report do not constitute a guarantee, warranty or an insurance policy of any kind.**

Weather conditions may limit the extent of the inspection process; the CLIENT understands that the scope and accuracy of the Inspection Report can be affected by weather conditions existing at the time of the inspection. The CLIENT hereby releases and waives any claim they may have against the INSPECTOR for omissions or inaccuracies in the Inspection or Inspection Report arising as a result of weather conditions existing at the time of inspection.

The Inspection **does not include** an inspection of any out buildings or other structures not attached to the dwelling **other than a garage or carport** unless set out in an addendum.

The inspection and Inspection Report will NOT address environmental concerns including, but not limited to: air quality, water quality/quantity, sealed/underground fuel storage tanks, UFFI, asbestos, radon gas, mold, toxins, etc. The inspection report will also NOT address infestation by wood boring insects, rodents or other vermin. The CLIENT understands and acknowledges that it may be necessary to call on specialists in these areas to identify and evaluate these risks.

(Initials) _____

In the event that the CLIENT intends to file or commence a claim against the INSPECTOR for any reason, including but not limited to errors, omissions, breach of contract, and/or negligence by the INSPECTOR, the CLIENT must notify the INSPECTOR and allow the INSPECTOR to examine the subject matter and/or area of any claim or potential claim against the INSPECTOR arising herefrom and to offer a resolution prior to the performance of repairs. This is a condition precedent to the CLIENT's claim.

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/mediator fees, legal expenses and costs incurred by the INSPECTOR in defense of the claim.

The INSPECTOR shall have no liability for any claim or complaint if conditions have been disturbed, altered, repaired, replaced or otherwise changed before the INSPECTOR have had a reasonable period of time to investigate.

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 notifying the INSPECTOR and allowing the INSPECTOR to investigate within a reasonable period of time.

PART 4: CONFIDENTIALITY OF REPORT

The Inspection Report is for the confidential use of the CLIENT only and will not be disclosed to any other third party including, but not limited to: real estate agent, seller, or lender without the express written consent of the CLIENT except in the following circumstances:

- As required by law (typically under Personal Information Protection Act (PIPA), for a legal process involving a quasi-judicial investigation by Consumer Protection BC, or as part of a court process);
- If, in the opinion of the home inspector, there is a serious health or safety risk detected as part of the home inspection process.

Does the CLIENT authorize the INSPECTOR to disclose the Inspection Report to third parties?

Yes No (Initials) _____

The Inspection Report is intended for the sole and exclusive use and benefit of the CLIENT and the INSPECTOR has no obligation or duty to any other party. The INSPECTOR accepts no responsibility for use by third parties. There are no third party beneficiaries to this CONTRACT. This CONTRACT is not transferable or assignable. The CLIENT shall protect and indemnify the INSPECTOR from any claim against the INSPECTOR by any other third party arising from disclosure of the Inspection Report.

PART 5: THE NOTICE OF CANCELLATION OF CONTRACT.

“This is a contract to which the Business Practices and Consumer Protection Act applies. You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery. If you send the notice of cancellation by mail, facsimile or electronic mail, it doesn't matter if the seller receives the notice within the required period as long as you sent it within the required period.”

PART 6: FEE AND ACKNOWLEDGMENT

The fee of Home Inspection is based on a single visit to the Subject Property. The fee payable at the time of the Inspection of the Subject Property shall be as follows:

Base Fee: \$

Other *: \$

GST(5%): \$

Total: \$

Payment Method: Cash Check Interac e-Transfer®

(Other * : Additional Kitchen/Suite Crawl Space Outside GVRD Postage Parking Other)

By signing this Home Inspection Contract, the CLIENT acknowledges, covenants and agrees that:

- The CLIENT understands and agrees to be bound by each and every provision of this Contract.
- The INSPECTOR has not made any representations or warranties about the terms of this Contract other than those contained in this written Contract.
- 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.

Signature of Client or Client's Representative

Date

Signature of Inspector: YU LONG WANG

Date