

INSPECTION AGREEMENT WITH RESPECT TO A CHIEFLY RESIDENTIAL IMMOVABLE

1. PARTIES

BETWEEN: _____

REPRESENTED BY: _____ (_____)
 (hereinafter referred to as **THE INSPECTOR**) (hereinafter referred to as **THE CUSTOMER**)

Telephone: _____

GST #: 145308748 QST #: 1205174369TQ0001 E-mail: _____
 (Please Print Legibly)

2. PURPOSE OF THE AGREEMENT

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

3. CHOICE IN TYPE OF INSPECTION

A) EXHAUSTIVE INSPECTION:

Detailed technical inspection including minor problems

Fees : _____

The customer accepts the exhaustive inspection: (Clients initials)

The customer refuses the exhaustive inspection: (Clients initials)

B) NON EXHAUSTIVE INSPECTION: (In respect with ANNEX A)

Visual inspection not technically exhaustive and excluding minor problems.

Basic fees : _____ Plus additional fees for any detached building.

The customer accepts the non-exhaustive inspection: (Clients initials)

The customer refuses the non-exhaustive inspection: (Clients initials)

4. LOCATION OF THE IMMOVABLE TO BE INSPECTED

Street : _____

City : _____

5. PERFORMANCE OF SERVICES

5.1 DATE AND TIME OF THE INSPECTION

THE IMMOVABLE shall be inspected on : _____ at _____ a.m/p.m

5.2 PREPARATION OF THE INSPECTION REPORT

THE INSPECTOR shall prepare the inspection report within ____ business day(s) of 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 such report and if required discussed the same with **THE INSPECTOR**, in order to ensure that he fully understands the report. *(Please note that the inspection report has precedence over all verbal discussions at the time of the inspection).*

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 LIMITATION OF THE INSPECTION

1. The inspection consist of a visual examination of the readily accessible systems and components of **THE IMMOVABLE** , as listed in the Standards of Practice 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.

2. 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.

6. COMPLIANCE WITH STANDARDS OF PRACTICE IN BUILDINGS INSPECTION

1. The inspection shall be performed in accordance with the *Standards of Practice for the building inspection of* NBIEA or AIBQ or OTPQ or other _____ , which forms an integral part of the present agreement.

2. **THE CLIENT** hereby confirms that he had received, read and fully understood, prior to the inspection, the complete document of " Standards of Practice for the building inspections" attached hereto and that he has been given the necessary time to review, discuss and make comments, if any, with **THE INSPECTOR** to fully understand these Standards.

3. The professional services provided herein shall be performed in accordance with the State-of-the-Art _____ by **THE INSPECTOR**.
 (Clients initials)

4. In addition, **THE INSPECTOR** pledges to act in objectivity being prudent and diligent. In this regard, **THE INSPECTOR** confirms also that he does not have any financial interest in **THE IMMOVABLE** covered by the present inspection.

7. CUSTOMER'S OBLIGATIONS

7.1 DUTY TO DISCLOSE

THE CLIENT pledges to provide all documents and information that might be 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 Owner/Sellers declaration and warranty documents.

THE CLIENT pledges also to disclose to **THE INSPECTOR** any known defects of which he is aware, whether apparent or not, and any problem that may affect the integrity and use of **THE IMMOVABLE**.

7.2 INSPECTION COMPLETION CERTIFICATE

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

7.3 FEES AND ADDITIONAL SERVICES

In consideration of the professional services provided in the present, **THE CUSTOMER** shall pay to **THE INSPECTOR** the fees indicated in the present agreement, plus applicable taxes.

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

It is understood that additional services not provided for in this present agreement, such as additional visits to 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, especially with respect to additional fees that **THE CUSTOMER** will have to pay, according to the rates indicated at section 17 of this 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 for representation against repairs, improvements, or work whether it be past, present or future work to be 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 a relation to a potential real estate transaction.. Consequently, **THE INSPECTOR** will not deliver a copy of the inspection report to a third party without **THE CLIENT**'s prior written consent or pursuant to a court order.

Client authorizes a copy to be sent to: _____ (Clients initials)

However, **THE INSPECTOR** hereby acknowledges also, that even if the inspection report that he provides to **THE CLIENT** under the present agreement is intended to become the sole property of **THE CLIENT**, **THE CLIENT** has the right to transmit said report to any person of his choice.

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. FORCE MAJEURE

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 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 provisions, all other provisions shall remain in full force and shall be binding to the parties unless the provisions that derogates from applicable law is essential to the proper utilization of the agreement or to the balance of respective prestations to the parties thereof, and unless such interpretation compatible with applicable laws cannot correct this deficiency, in which case the agreement shall be declared null and void ab initio.

15. PRIOR NOTICE AND MEDIATION CLAUSE

15.1 PRIOR NOTICE

THE CLIENT pledges to promptly notify **THE INSPECTOR** of the discovery of any defect, deficiency or problem of any nature affecting **THE IMMOVABLE** for which **THE INSPECTOR** could be held liable.

In the event that **THE CLIENT** fails to give notice in accordance with the provisions of the preceding paragraph, **THE CLIENT** agrees to unconditionally waive the right to exercise any claim against **THE INSPECTOR** and this before any judicial, extra-judicial, administrative, arbitration or any other body, court or tribunal.

(Clients initials)

15.2 FAILING TO COME TO AN AGREEMENT, PARTIES INVOLVED OBLIGE THEMSELVES TO USE A MEDIATION PROCESS.

16. ADDITION OR MODIFICATIONS TO THE AGREEMENT

16.1 Consent to retention of information

Information related to properties inspected by AmeriSpec is retained in a central database for statistical and marketing purposes, and to address specific issues that may arise regarding the properties that the information relates to. AmeriSpec's database enables it to better serve you and all of its customers. **By signing this Agreement, you consent to the retention of the information relating to your property that is received by AmeriSpec through it's inspection.**

16.2 Other

17. FEES

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

Payment recieved on :	Fees :	\$
By :	G.S.T. :	\$
	Q.S.T. :	\$
	Total :	\$

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

18. SIGNATURES

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT: _____ This _____ (Day) _____ (Month) _____ (Year)

THE INSPECTOR

THE CLIENT

The Inspector

Client #1

Client #2 (if applicable)

INSPECTION COMPLETION CERTIFICATE FOR A CHIEFLY MAINLY RESIDENTIAL IMMOVABLE

BETWEEN:

INSPECTOR'S NAME _____

CUSTOMER'S NAME _____

Type of immovable : _____ Year of construction _____

2. CONFIRMATION WITH THE CLIENT

2.1 **THE CLIENT** confirmed that he reviewed entirely the document entitled "OWNER/VENDOR DECLARATION" with **THE INSPECTOR**. Yes No

2.2 **THE INSPECTOR** could not obtain the "OWNER/VENDOR DECLARATION" for the following reasons : _____

2.3 **THE INSPECTOR** visually examined all the exterior of **THE IMMOVABLE**, with the exception of : _____

2.4 **FOUNDATION: THE INSPECTOR** and **THE CLIENT** noticed the following : _____

2.5 **THE INSPECTOR** and **THE CLIENT** visually examined the interior of **THE IMMOVABLE** , all installed systems and components that are part of his inspection report, with the exception of : _____

2.6 **Interior: THE INSPECTOR** examined with **THE CLIENT**, the floors, the walls and the ceilings :

a) Traces of water infiltration or water stains were visible:
Yes No If yes, in which areas : _____

b) Humidity odour or high levels in air were perceptible :
Yes No If yes, where : _____

c) Mould was visible:
Yes No If yes, in which areas : _____

d) Cracks were visible :
Yes No If yes, where : _____

3. SIGNATURE OF THE CLIENT

THE CLIENT, CONFIRMS THAT HE FOLLOWED THE INSPECTOR DURING **THE INSPECTION** AND EXAMINED WITH HIM/HER, **THE IMMOVABLE** COMPONENTS AS LISTED ABOVE :

SIGNED AT: _____ DATE: _____ CLIENT 1: _____

THE INSPECTOR: _____ CLIENT 2: _____

CIVIL CODE OF QUEBEC

Art. 1762. 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.