



INSPECTION AGREEMENT

This agreement is between Artech Home Inspection and _____ (“Client (s)”).

1. Artech Home Inspection shall inspect the structure located at # _____ (the “Property address”) on _____, 2022/23 etc. and will provide Client with a written inspection report in compliance with this agreement and the Standard of Practice and Code of Ethics of the Ontario Association of Home Inspectors (OAH). The purpose of the inspection is to identify systems and components of the Property that, in the professional opinion of the inspector, are significantly deficient. The inspection and Report will be limited to visible and readily and safely accessible areas and components of the Property. The inspection is limited to the apparent condition of the Property at the time of the inspection.

2. Client shall pay Artech Home Inspection an inspection fee of **\$ see Price List on our website (\$ + \$ 100 Infrared - \$100 Discount + HST 13%)** payable after the inspection. Client shall pay a \$25.00 charge for any dishonored cheque.

3. **Limitation of Liability** subject to the terms herein and, unless prohibited by laws of Province in which the property is located, Client expressly agrees that its sole and exclusive remedy for any and all losses or damages (including, without limitation, legal fees and litigation costs relating to this Agreement or the Inspection and Report provided by Artech Home Inspection, **is limited to an amount equal to the inspection fee paid by the Client.** Client hereby waives and releases all other Claims it may have now or in the future against Artech Home Inspection Inc., its inspectors, employees, agents, officers, partners, affiliates, successors, heirs, assigns and legal representatives, including without limitation, Claims for breach of contract, breach of warranty, promissory estoppels, negligence, professional malpractice, or other tort. Client hereby waives and releases any Claims arising under this Agreement or Report, unless Artech Home Inspection **is notified of the Claim within one year after day of inspection.** Client hereby waives the right to or any claim for consequential, indirect, exemplary, incidental, multiple, or punitive damages against the other, and agrees that, in the event of dispute between them, Client will be limited to actual damages as further limited herein. Each party hereto irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at law or in equity brought by either party.

4. The inspection WILL INCLUDE as long as they are visually accessible all of the following systems and components of the Property unless otherwise indicated: **Foundation, Plumbing System, Roof, Structural System, Electrical Systems, HVAC Systems**

5. The inspection **will not include** the following systems or components, whether or not they are visually accessible, and they are hereby specifically excluded unless otherwise indicated: *Security/Fire Alarm Systems, Septic Tanks, Swimming Pools, Detached Buildings, Wells, Water Analysis, Water Softeners, Drainfields*

6. The purpose and scope of the inspection and Report are limited to the identification and disclosure of “**major defects**”. A “major defect” is any single defect in a system or component of the Property that cannot be corrected, repaired or replaced **for 1% of property value or more.** Although the inspector and the Report may nonetheless identify non-major defects, Artech Home Inspection does not undertake, and is not required, to identify or report any defect that could be corrected, repaired or replaced for **1% of property value** or less, or any system or component that could be rendered safe or functional for **\$ 1% of property value** or less, all of which are specifically excluded from the scope of the inspection and Report.

7. The inspection and Report **will not include the following** systems, components, conditions, or substances, whether or not visually-observable, and they are hereby specifically excluded from the scope of the inspection unless otherwise specifically indicated: (a) latent or concealed defects; (b) non-built-in appliances; (c) the adequacy or efficiency of any system or component; (d) compliance with past or present building, fire, or other governmental codes or regulations; (e) the operation of security locks, devices, or systems; (f) the presence of or damage caused by termites, rodents, ants, birds, or other wood-boring organisms; (g) survey, appraisal, or flood plain certification; (h) all legal matters including and without limiting the generality of the foregoing matters of title, zoning, or compliance with restrictive covenants; (i) property boundaries, encroachment, adverse possession, and the placement of fences and walls; (j) the presence of or risk from asbestos, radon gas, lead paint and lead exposure hazards, carbon monoxide, urea formaldehyde, toxic or flammable chemicals, water or airborne related illness or disease, mold, mildew or fungi, moisture content of walls, floors, ceilings, or siding, or any other substance not visually detectable; (i) water and air quality, soil, and geological site engineering conditions; (j) exterior insulated finishing systems (EIFS); (k) product recalls relating to any system or component of the Property; and (l) cosmetic items. **Client is urged to contact a reputable specialist if information, identification, or testing for any of the foregoing conditions or substances is desired or indicated in the Report.**

8. Inspectors are not required to move or open debris, furniture, equipment, carpeting, walls, floors, ceilings, water, ice, snow, soil, vegetation or other materials, objects or personal property that may impede access or limit visibility. Inspectors are not required to enter any area that may contain hazardous or unsafe materials. **No invasive or destructive testing will be conducted.** No equipment or systems will be dismantled. Inspectors are not required to enter attic spaces that are unsafe or if access might damage ceilings or insulation. Inspectors are not required to walk on or access a roof if doing so might damage the roof or roofing materials or be unsafe for the inspector. Inspectors are not required to enter crawl areas where the headroom is less than three feet or where adverse conditions exist. Inspectors are not required to test the function or operation of shutters, awnings, window coverings, or similar accessories. Thermostats and timers are not checked for accuracy or calibration. Inspectors will not activate heating and cooling systems that have been shutdown or taken out of service. Air conditioners cannot be safely checked when the outside temperature has been below 15° Celsius within 24 hours. Dishwashers are checked only for their ability to fill and drain properly. The absence of visible indications of water penetration in an attic or basement at the time of the inspection is NOT conclusive evidence that the roof or basement is free from leakage. The inspector may observe actual water penetration in these areas only if the inspection is conducted during a prolonged period of heavy rainfall.

Artech Home Inspection:

Per: _____ Arkadi Abramovitch

Signed: _____ CLIENT



9. The services listed below are specifically excluded from the inspection.

a. **Pest (Excluded).**

b. **Mold (Excluded)**

10. THE INSPECTION AND RESULTING REPORT ARE NOT INTENDED AS A GUARANTY, WARRANTY, OR INSURANCE POLICY. ARTECH HOME INSPECTION MAKES NO EXPRESS OR IMPLIED GUARANTIES OR WARRANTIES REGARDING THE CONTINUED ADEQUACY, PERFORMANCE, OR CONDITION OF ANY STRUCTURE, ITEM, COMPONENT OR SYSTEM AFTER THE INSPECTION, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES. ARTECH HOME INSPECTION SHALL NOT BE RESPONSIBLE FOR ANY CONDITIONS THAT BECOME APPARENT AFTER THE INSPECTION.

11. Client shall provide Artech Home Inspection with written notice of any unreported defect or deficiency, of any damage or injury caused by The Artech Home Inspection, its employees or agents, or of any other claim ("Claims"), **within ten business days after Client discovers** or reasonably should have discovered the Claim. Client shall not commence any legal proceeding relating to the Claim for thirty days after Artech Home Inspection receipt of notice of the Claim, during which time Client shall provide Artech Home Inspection with reasonable access to the Property and opportunity to investigate and cure the Claim. If Client fails to provide Artech Home Inspection with the notice or cure period, or alters, repairs or replaces any system or component of the Property that may have a bearing upon the Claim, thereby preventing Artech Home Inspection Inc. from independently verifying the existence or extent thereof, then Client shall be deemed to have irrevocably waived and released the Claim against Artech Home Inspection its inspectors, employees, agents, officers, partners, affiliates, successors, heirs, assigns and legal representatives.

12. The inspection and Report are intended for Client's sole, confidential, and exclusive use and benefit. The Report is not intended for the benefit of, and may not be relied upon by, any other party. The disclosure or distribution of the Report to the current owner(s) of the Property or real estate agents will not make such persons intended beneficiaries of the Report. Client shall indemnify and defend Artech Home Inspection, its inspectors, employees, agents, members, partners, affiliates, successors, heirs, assigns and legal representatives, and hold each of those parties harmless, from and against all losses, damages and expenses (including, without limitation, attorney fees) arising from any claim asserted by any third party relating to this Agreement or the Report.

13. This Agreement shall be construed in accordance with the **laws of the Province of Ontario** and any action or other proceeding that may be brought arising out of or in connection with or by reason of this agreement and/or the Report and that in any action, such laws shall be applicable. The client herein agrees that any action or other proceeding must be brought in the City of Ottawa, Province of Ontario.

14. This Agreement represents the entire agreement between the parties, and any prior agreements and understandings are hereby superseded and merged into this Agreement. All rights, duties, obligations and remedies of either party relating to the subject matter of this Agreement (including the inspection report and all matters contained therein) shall arise from and be governed solely by this Agreement, and each party expressly waives and relinquishes all claims in tort (whether based upon statute, common law, or otherwise) it may have, now or in the future, against the other party relating to the subject matter of this Agreement. Any change, modification, or amendment to this Agreement must be in writing and signed by all parties. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, successors, and assigns. If any provision of this Agreement is illegal, invalid or unenforceable, that provision will be deemed to be modified or eliminated to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will not be affected thereby. The laws of the province in which the Property is located govern all aspects of this Agreement.

15. The client acknowledges that they have had the opportunity to read this agreement and familiar with Artech Home Inspection sample report. The client acknowledges that Artech Home Inspection is relying on this representation and declaration.

16. The client and Artech Home Inspection agree to the fact that this agreement is in the English language.

I _____ do _____ do not want Artech Home Inspection to send a copy of the inspection report to my real estate agent:

Artech Home Inspection:

Per: Arkadi Abramovitch, President
R.H.I. # 000339, National Certificate Holder # NCA00145

I/We acknowledge having read, understood and agree to the above agreement and we have received a copy of this agreement and I/we familiar with the Sample Report.

Signed: _____ CLIENT

Date: _____, 2022, 23, etc.

Printed Name: _____ CLIENT