

TOWN & COUNTRY INSPECTIONS

VISUAL INSPECTION AGREEMENT

THE INSPECTOR IS NOT REQUIRED TO: move furniture, personal goods or equipment that may impede access or limit visibility. The Inspector is not required to evaluate or inspect the following: intercoms, security systems, fences, timers, backflow preventers, water conditioning equipment, cosmetic items, swimming pools, hot tubs, whirlpools, jacuzzis (and ancillary components), wells, cesspools/sewer pipes, the presence/absence of rodents or insects, security, telephone, wiring circuit logic and switch locations, music and computer systems, central vacuum systems, water softeners, radiant heat systems, internal component heat exchangers, thermostatic or time-clock controls, fire and smoke detectors, sprinkler systems, sheds, or other “out-buildings”, fire and safety equipment. Design problems and adequacies are not within the scope of the inspection. The Inspector will not determine the operational capacity, quality or suitability for a particular use of the items inspected.

SCOPE OF THE INSPECTION: the inspection reflects the condition of the property at the time of inspection. Not all factors such as: weather conditions, inoperable systems, and inaccessibility of areas of the property. The inspector cannot examine what cannot be seen. Without dismantling the house or its systems, there are limitations to the inspection. The conditions of certain components and equipment will be randomly sampled by the inspector. Such as windows, doors and related hardware, electrical receptacles, switches, lights, cabinet counter top mounts, insulation depth, caulking integrity and roof covering. This means some detectable deficiencies may go un-noticed. We ask the client to know and understand this fact. Because your home inspector has only a limited amount of time to go through the property, the inspection is not technically exhaustive.

THE WRITTEN REPORT WILL INCLUDE THE FOLLOWING ONLY: It is understood and agreed that this inspection will only be of readily accessible areas of the dwelling and is limited to visual observations of apparent conditions existing at the time of the inspection. CLIENT acknowledges that the Report is not to be considered a substitute for a seller’s Property Condition Disclosure Statement. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems inaccessibility of areas of the property etc. A defect that was existing and apparent on any date prior to the inspection date may not be apparent on the inspection date. With any inspection, inferences are drawn which cannot be confirmed by direct observation.

NOT A WARRANTY The parties agree that Town & Country Inspections assume no liability or responsibility for the cost of repairing or replacing any reported or unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature. THE INSPECTION AND REPORT ARE NOT INTENDED TO BE A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM, OR SYSTEM. COMPANY IS NOT AN INSURER OF ANY INSPECTED CONDITIONS.

RIGHT TO RE-INSPECT: If CLIENT believes the TOWN & COUNTRY INSPECTIONS made a mistake, before making any repairs or alterations relating to the alleged mistake, CLIENT shall notify TOWN & COUNTRY INSPECTIONS and provide TOWN & COUNTRY INSPECTIONS a reasonable opportunity to inspect the portion of the property relating to the alleged mistake. Failure to so notify the Company and allow an inspection shall bar any claims being made.

ENVIRONMENTAL AND HEALTH ISSUES: The Client specifically acknowledges that a Home Inspection is NOT an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil, or building materials. Such environmental concerns include but are not limited to asbestos, radon, lead, urea formaldehyde, mould, mildew, fungus, odours, noise, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide.

DISPUTES: Any dispute, controversy or claims arising out of or related to the inspection and the inspection report shall be referred to and resolved by binding arbitration pursuant to the applicable legislation governing commercial arbitrations, and shall be held in Nova Scotia. In the event the Client claims damages against TOWN & COUNTRY INSPECTIONS and does not prove those damages, the client shall pay all legal fees, arbitrator fees, legal expenses and costs incurred by TOWN & COUNTRY HOME INPECTIONS.

ATTEND INSPECTION Client is encouraged at their own risk to participate in the visual inspection process and accepts responsibility for the consequences of electing to do so.

THE CLIENT agrees that Town & Country inspections liability for all claims arising from the provision of services pursuant to this contract/agreement shall absolutely cease after a period of one year from the date of the inspection report.

LIMITATION OF INSPECTORS LIABILITY: The purpose of this provision is to limit the amount of money damages that CLIENT may claim and recover from TOWN & COUNTRY INSPECTIONS. The maximum amount of money that CLIENT may claim and recover is hereby limited to the fee paid by CLIENT to TOWN & COUNTRY INSPECTIONS under this Agreement. This limitation applies to every type of claim or cause of action arising out of or in any way related to this agreement, the inspection or report, including but not limited to claims for damages, costs, expenses, demands, controversies, actions, debts, compensation, or causes of action of whatever nature or character, whether based on a tort, contract, extra contractual duty, malfeasance, misfeasance or other theory of recovery, including, but not limited to, claims for breach of contract (actual or implied), negligence, malfeasance, misfeasance and any and all other extra contractual duties, for all actual damages, all exemplary and punitive damages, and property damage which the Customer may have concerning any such breach of contract, negligence, or negligent misrepresentation claims alleged to have occurred by the action or inaction of the TOWN & COUNTRY INSPECTIONS or any of its employees or Inspector. This limitation does not apply to any claim for vexatious litigation or similar type of claim by TOWN & COUNTRY INSPECTIONS against CLIENT or CLIENT'S lawyer. CLIENT agrees to pay TOWN & COUNTRY' INSPECTIONS reasonable legal fees in any action where the TOWN & COUNTRY INPECTIONS substantially prevails in any arbitration hearing or court of law and/or where this agreement and its limitation of liability clause is held to be valid.

By signing this contract/agreement the Client acknowledges and agrees to the terms of this contract/agreement.

Client or Agent Signature

Date of Inspection

Signature of Inspector

Print Name of Client or Agent

Alan Sweet
Name of Inspector