

Homegauge B.C. Ltd.

HOME INSPECTION CONTRACT

CLIENT (THE CLIENT) : _____ PHONE: _____

ADDRESS: _____ POSTAL CODE: _____

CLIENT (THE CLIENT) : _____ PHONE: _____

ADDRESS: _____ POSTAL CODE: _____

BENEFICIARY (OF REPORT) : _____ PHONE: _____

ADDRESS: _____ POSTAL CODE: _____

INSPECTOR: **Bob Langfield, CHI** _____ BPCPA License #**48777** ASTTBC PI #**PI0289** WETT #**8927**

DOING BUSINESS AS: **Homegauge B.C. Ltd.** PHONE: **250-423-8829** FAX: **866-576-6977** E-MAIL: **bob@homegauge.ca**

PROPERTY TO BE INSPECTED

ADDRESS: _____ DATE OF INSPECTION: _____

INSPECTION FEES:

(Please review fee schedule at www.homegauge.ca)

Basic fee: (based on living area including unfinished basement) \$ _____

Misc. fee: (crawlpace) \$ _____

Misc. fee: (secondary suite) \$ _____

Misc. fee: (additional building) \$ _____

Misc. fee: (woodstove/fireplace Wett inspection per unit) \$ _____

Misc. fee: (log, timber frame, over 35 years, etc.) \$ _____

Misc. fee: (travel) \$ _____

GST #: 12109 2811 RT0001 (5%) \$ _____

Total: \$ _____

This Agreement, made and entered into on this ____ day of _____, 20____ in _____, B.C. by the above named Clients for the purpose of a pre purchase inspection. The report format will consist of a full narrative with photographs.

In executing this Agreement, you, the Client, acknowledge that you have had adequate time to read the Agreement in its entirety and, should you choose to do so, to obtain independent legal advice before executing this Agreement in the space immediately below and returning this Agreement to the Inspector.

CLIENT (please print)

CLIENT (please print)

BENEFICIARY (please print)

CLIENT (signature)

CLIENT (signature)

INSPECTOR (signature)

STATEMENT REGARDING LICENSING

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 Consumer Protection and Business Practices 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.

TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

1. Scope of Services

- 1.1 The Inspector will perform an inspection of the Property in accordance with the Applied Science Technologists and Technicians of British Columbia Property Inspectors (ASTTBC PI) Standards of Inspection approved by the Applied Science Technologists and Technicians of British Columbia (the 'Inspection'):
- 1.2 The Inspection shall be limited to a **visual inspection** performed by direct observation of existing conditions reasonably apparent at the time of inspection in accordance with the Standards of Inspection.
- 1.3 The Inspection will not identify or report on the presence of mould, asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, and/or soil contamination.
- 1.4 Following the Inspection, the Inspector will provide the Client with a written Report of the Inspection (the 'Report'), on or before the date and time specified in this contract, which will include all of the items specified in the Standards of Inspection and this contract.

2. Liability

Please read carefully.

- 2.1 The intellectual material amassed from the Inspections is the property of the Inspector. The Report shall be prepared for the Client's information only and may not be used or relied upon by any other person unless that person is specifically named in this Agreement as a beneficiary of the Report, in which case the Report may also be used by the additional beneficiary named. The Client agrees to maintain the confidentiality of the Report and reasonably protect the Report from distribution to any other person. If the Client directly or indirectly causes the Report to be distributed to any other person, the Client shall indemnify, defend, and hold the Inspector harmless against the claim of any third party.

3. No Warranty

- 3.1 The Inspection does not constitute a warranty, an insurance policy or a guarantee of any kind.

Initials

4. Dispute Resolution

- 4.1 In the event of any Claim arising under this Agreement, the Client shall immediately give notice in writing to the Inspector of all particulars of the Claim and shall give the Inspector all reasonable opportunity to inspect the Property and, where appropriate, resolve the matters in dispute.
- 4.2 The Client acknowledges that any failure on the Client's part to give timely notice of all particulars of the Claim will deprive the Inspector of the opportunity to reasonably investigate and, where appropriate, resolve the Claim.

5. Other Provisions

- 5.1 Payment in full is due upon the completion of the Inspection and prior to delivery of the Report.
 - 5.2 The validity or unenforceability of any provision in this Agreement shall not affect or impair the validity or enforceability of any other provision. The remainder of this Agreement shall remain in full force and effect.
 - 5.3 This Agreement contains the entire agreement between the parties, and shall be binding upon and enforceable by the parties, their heirs, executors, administrators, successors and assigns.
 - 5.4 The Client agrees to obtain permission from the seller permitting deactivation of the distribution portion of the electrical panel so that the cover may be safely removed by the Inspector to inspect the interior.
 - 5.5 The Client shall ensure the Inspector has access to the property; that a designated party provides security for the property during the inspection process and that someone responsible for the property will ensure that the property is secured upon the Inspector's departure.
 - 5.6 This Agreement shall be construed in accordance with, and governed by, the laws of British Columbia.
 - 5.7 Where required, the singular shall be read in the plural, and the gender the masculine or feminine.
 - 5.8 Time shall be of the essence of this Agreement, save as otherwise specified in this Agreement.
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Initials

ASTTBC PI STANDARDS OF INSPECTION

Part 1: Glossary (CONTAINS ITALICIZED WORDS IN THIS DOCUMENT)

- ASTTBC & ASTTBC PI:** ASTTBC - The Applied Science Technologists and Technicians of British Columbia (see <http://www.asttbc.com/> for more information). ASTTBC is the certifying body for the members of ASTTBC PI. Applied Science Technologists and Technicians of British Columbia Property Inspectors (see www.asttbcpi.org for more information).
- COMMON AREA(S):** In condominium and some cooperative housing projects, the areas not owned by an individual owner of the condominium or cooperative residence, but shared by all owners, either by percentage interest or owned by the management organization. Common areas may include recreation facilities, outdoor space, parking, landscaping, fences, laundry rooms and all other jointly used space. Management is by a homeowners' association or cooperative board, which collects assessments from the owners and pays for upkeep, some insurance, maintenance and reserves for replacement of improvements in the common areas.
- DIRECT OBSERVATION:** Observation within arm's length.
- INSPECTED UNIT:** (Relating to Multi-Family Dwellings) - Individual suite, apartment, or unit being inspected. Does not include any common area(s).
- INSPECTOR:** Members of ASTTBC PI having the appropriate technical training, experience, knowledge, and qualifications and who have been certified by ASTTBC with the designations of Certified House Inspector (CHI) or Certified Property Inspector (CPI).
- MULTI-FAMILY DWELLING:** Building or group of buildings on a single lot arranged or designed for occupancy by two or more families, with separate housekeeping and cooking facilities for each **and** where the individual family units have unique legal addresses. A house with a legal suite is **NOT** considered a Multi-Family Dwelling. The Multi-Family Dwelling usually refers to a condominium but can also refer to buildings under the control of a Housing Cooperative, Single Owner Rental Apartment Complexes, etc.
- QUALIFIED TRADES PERSON:** A certified and licensed professional in their field (Plumbers, Carpenters, Electricians, etc.).
- REGISTERED PROFESSIONAL:** Individuals who are registered members of the Professional Engineers and Geoscientists of BC (APEGBC) or the Architectural Institute of BC (MAIBC) or Applied Science Technologist – ASCT (ASTTBC) or Certified Technician – CTech (ASTTBC).
- SPECIALIST:** Individuals having the appropriate technical training, experience, knowledge, and qualifications for obtaining a provincial license or trade qualification or; a **REGISTERED PROFESSIONAL practicing within their area of specialization.**
- VISUAL INSPECTION:** Observation without the use of any specialized tools or equipment.
- Readily accessible:** In the sole determination of the inspector, visually observable and able to be examined without requiring destructive measures; without risk to the inspector or others; without risk of damage to any item of personal or real property; without requiring the inspector to move, remove, damage, or disturb any wall, floor, ceiling, or window coverings; or any interior or exterior claddings or finish treatments; to move, remove, damage, disturb, climb upon, climb over, or straddle any item of personal property; to move, remove, damage, or disturb any landscape elements; or to interrupt the business of occupants, and not requiring disassembly or the use of any special protective clothing or special tools or equipment"

Part 2: Limitations of the Inspection

1. The Inspection is a *VISUAL INSPECTION* performed by *DIRECT OBSERVATION* of existing conditions at the time of inspection and shall be conducted by a *CERTIFIED HOUSE INSPECTOR PROVISIONAL (CHI-P)*; *CERTIFIED HOUSE INSPECTOR (CHI)* or *CERTIFIED PROPERTY INSPECTOR (CPI)* (identified as the *INSPECTOR* in the rest of this document) acting in accordance to this *ASTTBC PI Standards of Inspection* approved by *ASTTBC*.
2. The Inspectors with CHI-P and CHI designations are limited to the inspection of single-family dwellings, duplexes, individual townhouse units, single units in apartment buildings and multi-family complexes up to a four units which shall commensurate with their level of certification, qualification, experience and knowledge. Inspectors with a CPI designation can inspect all residential properties as well as commercial, industrial or investment real estate property.
3. The Inspection is of a general nature and not that of a *SPECIALIST*. A *SPECIALIST* serves to provide additional analysis and opinion of adverse conditions or defects identified, beyond the scope of the inspection. **CLIENTS SHOULD BE AWARE OF THE LIMITATIONS OF THIS INSPECTION AND ARE ENCOURAGED TO CAREFULLY CONSIDER ANY RECOMMENDATIONS FOR FURTHER INVESTIGATION, READ AND UNDERSTAND ALL PERTINENT STRATA REPORTS, DOCUMENTS, MINUTES, AND RECORDS, AND SEEK ANY FURTHER INVESTIGATION OR CLARIFICATION PRIOR TO PURCHASE.**
4. The *INSPECTOR* shall **NOT** offer warranties or guarantees of any kind for any building system or component.
5. The *ASTTBC PI Standards of Inspection* does **NOT** cover or require the *INSPECTOR* to identify or report on the presence of asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, and/or soil contamination.
6. The *INSPECTOR* is **NOT** required to perform any calculations or analyze any part of the building or components relating to design, engineering or architectural concepts, including, but not limited to the strength and adequacy, methods, materials, the efficiency of any system or component or compliance with any regulatory requirements, laws or bylaws.
7. The *INSPECTOR* is **NOT** required to locate, confirm, verify, or comment on property lines, borders and markers or any easements, right of ways, restrictions which may or may not exist against the subject property, buildings, dwelling or dwelling unit.
8. The *INSPECTOR* shall **NOT** comment on life expectancy, but may however offer an opinion based on the typical life cycle of a system or component.
9. The *INSPECTOR* is **NOT** required to provide cost estimates, quotations or comment on construction techniques and shall **NOT** advertise, or promote an individual contractor or person for any repairs, modifications, or improvements necessary.
10. The *INSPECTOR* is **NOT** required to dismantle any item or assembly to gain visible access, or move personal items, furniture, equipment, plant life, soil, ice or snow, insulation, or other debris, which obstructs access or visibility for the inspection. The Inspection Report shall identify by description (and photograph if possible) the obstruction that restricted visual inspection.
11. The *INSPECTOR* shall **NOT** perform any task, enter any area, or disturb any existing condition where, in the *INSPECTOR*'s judgment, damage could result, specialized safety equipment is required, or the safety of the *INSPECTOR* is endangered.
The Inspection Report will contain a description (and photograph where possible) to confirm the presence of these conditions.
12. The *INSPECTOR* shall **NOT** comment on any system that is mechanically or electrically disconnected, including any equipment that is in the off position or is otherwise not operational. The Inspection Report will provide a limited description (if possible) of the system condition that prevented inspection.
13. The *INSPECTOR* shall **NOT** accept compensation, financial or otherwise, from more than one interested party for the same service without the consent of all interested parties.
14. The *INSPECTOR* shall **NOT** directly or indirectly offer, advertise or promote any other professional services relating to the advertising, sale, appraisal, or lending, of the subject building or property.
15. The *INSPECTOR* shall provide the Client a copy of the Engagement Contract, the Standards of Inspection and the Scope of Inspection in adequate time to review and approval prior to the Inspection. The Inspector shall not begin the inspection until the Client has communicated approval of the document.
16. The Inspector shall retain a copy of the Engagement Contract, the Standards of Inspection and the Scope of Inspection for his records that has been signed and initialed by the Clients.

Initials

Part 3: Scope of Inspection

Special Limitations to Scope:

1. In the case of *MULTI-FAMILY DWELLINGS*, it is the Client’s responsibility to arrange access to all building *COMMON AREAS* requiring inspection. The *INSPECTOR* will not inspect any secured *COMMON AREA(S)* unless permission has been granted and access provided by an authorized building representative (Property Manager, Caretaker, Council Member, etc.).
2. Any component not directly identified on the individual *INSPECTED UNIT* as part of title and is generally believed in the real estate industry, as being maintained by the STRATA is defined as part of the *COMMON AREA*. The inspection of *COMMON AREAS*
 - a) is limited to a cursory review of easily accessible *COMMON AREAS* appropriate in the circumstance and subject to any limitations; and
 - b) terms or conditions established by the recognized building representative. Identification of what is *UNIT ENTITLEMENT* and what is *COMMON AREA* is not the responsibility of the Inspector.

	An Inspector is REQUIRED to Inspect and Report on:	An Inspector is NOT REQUIRED to Inspection and Report on:
ROOFING		
SINGLE FAMILY	Roofing components and roof coverings Roof penetrations and flashings Roof drainage components, including gutters and downspouts Chimneys Report on any observed evidence of current/past water penetration and/or condensation	Accessories that do not make up part of the roof system, such as lightning arrestor systems, antennae, solar heating systems
MULTI-FAMILY/STRATA	As per single family dwellings except for those components located in <i>COMMON AREAS</i> outside of the <i>INSPECTED UNIT</i> <i>Offer comments only of a general nature based on a limited observation of accessible roofing components located in COMMON AREAS outside of the INSPECTED UNIT</i>	As per single family and; Roofing components (inc. chimneys) contained in a <i>COMMON AREA</i> not directly attributable to, and of sole use by the <i>INSPECTED UNIT</i> <i>Observe and report evidence of water penetration that is beyond the interior of the INSPECTED UNIT</i>
EXTERIOR		
SINGLE FAMILY	Exterior wall surfaces, eaves and trim Doors, windows and flashings Garages and carports All entrances such as porches, decks, balconies, including stairs, guards and railings <i>Observe and report on the impact of lot grading, landscaping, retaining walls, walkways, and driveways on the building.</i> <i>Test the operation of power operated garage door openers, including the stop and automatic -reverse function</i>	Seasonal accessories such as removable storm windows, storm doors, screens and shutters. Storage sheds, yard fencing, and other structures not related to the building Any items or facilities not directly related to the building structure, such as recreational rooms, swimming pools, saunas, hot tubs, tennis courts, etc. Ground and soil conditions

	An Inspector is <u>REQUIRED</u> to Inspect and Report on:	An Inspector is <u>NOT REQUIRED</u> to Inspection and Report on:
MULTI-FAMILY/STRATA	As per single family dwellings except for those components located in <i>COMMON AREAS</i> outside of the <i>INSPECTED UNIT</i> <i>Offer comments only of a general nature based on a limited observation of accessible exterior components located in COMMON AREAS outside of the INSPECTED UNIT</i>	As per single family and; Any Exterior component contained in a <i>COMMON AREA</i> not directly attributable to, and of sole use for the <i>INSPECTED UNIT</i>
<u>STRUCTURE</u>		
SINGLE FAMILY	Foundations and Framing Attics & Roof structure Crawl Spaces Adverse conditions in interior walls, ceilings, and floors	<i>Observe and report on any evidence of water penetration, condensation, or mould</i> <i>Observe and report any evidence of deterioration from insects, rot or fire</i> <i>Observe and report as to the adequacy of any structural component or system</i>
MULTI-FAMILY/STRATA	As per single family dwellings except for those components located in <i>COMMON AREAS</i> outside of the <i>INSPECTED UNIT</i> <i>Offer comments only of a general nature based on a limited observation of accessible structural components located in COMMON AREAS outside of the INSPECTED UNIT</i>	As per single family and; Any Structural component contained in a <i>COMMON AREA</i> not directly attributable to, and of sole use for the <i>INSPECTED UNIT</i>
<u>INSULATION & VENTILATION</u>		
SINGLE FAMILY	Insulation and vapour barrier in accessible attics, crawl spaces and unfinished basements Ventilation of attics and unheated crawlspaces	Concealed insulation, air and vapour barrier systems
MULTI-FAMILY/STRATA	As per single family dwellings except for those components located in <i>COMMON AREAS</i> outside of the <i>INSPECTED UNIT</i> <i>Offer comments only of a general nature based on a limited observation of accessible insulation and ventilation components located in COMMON AREAS outside of the INSPECTED UNIT</i>	As per single family and; Any Insulation and Ventilation component contained in a <i>COMMON AREA</i> not directly attributable to, and of sole use for the <i>INSPECTED UNIT</i>

	An Inspector is REQUIRED to Inspect and Report on:	An Inspector is NOT REQUIRED to Inspection and Report on:
ELECTRICAL		
SINGLE FAMILY	<p>Service entrance cable and location Main service panel and auxiliary panels Panel & Branch circuit over-current protection and system grounding Branch circuit wiring Amperage and voltage ratings of main service panel Inspect inside panels with <i>readily accessible and removable panel covers designed for homeowner access</i> <i>Randomly select and operate a representative number of permanently installed light fixtures and outlets</i> <i>Outlets noted above are to be checked for polarity and grounding</i> <i>All exterior outlets and those within five feet of plumbing fixtures will be checked for polarity and grounding</i> <i>Verify presence and test the operation of ground fault circuit interrupters and arc-fault breakers</i></p>	<p>Secondary wiring systems such as security systems, low voltage wiring, telephone wiring, cable television wiring, etc. <i>Insert or remove fuses, or operate circuit breakers</i> <i>Provide or remove power for equipment</i></p> <p><i>An Inspector is not to remove a circuit panel cover in the main or any auxiliary panels unless they have received permission from the owner to do so and have safely de-energized the system by means of the main breaker or are wearing appropriate personal protective equipment</i></p>
MULTI-FAMILY/STRATA	<p>As per single family dwellings except for those components located in <i>COMMON AREAS</i> outside of the <i>INSPECTED UNIT</i> and not including the testing of smoke detectors <i>Offer comments only of a general nature based on a limited observation of accessible electrical components located in COMMON AREAS outside of the INSPECTED UNIT</i></p>	<p>As per single family and; Any Electrical component contained in a <i>COMMON AREA</i> not directly attributable to, and of sole use for the <i>INSPECTED UNIT</i> <i>Test the operation smoke detectors forming part of a fire suppression system subject to annual inspection and certification by others</i> <i>Remove a circuit panel cover in the main or auxiliary panels where the INSPECTED UNIT does not contain a main breaker to safely de-energize the electrical system in the INSPECTED UNIT</i></p>

Initials

	An Inspector is REQUIRED to Inspect and Report on:	An Inspector is NOT REQUIRED to Inspection and Report on:
	<p><u>PLUMBING CONTINUED:</u></p> <p><i>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 dwelling</i></p> <p><i>Water drainage should be tested by draining one or more fixtures simultaneously, and at various locations in the dwelling</i></p> <p><i>Observe and report on the presence of cross-connections that could contaminate the potable water.</i></p>	<p><i>Operate any valve other than those used on a regular or daily basis by an /the occupant</i></p> <p><i>Ignite or extinguish pilot lights, change settings, or conditions on equipment</i></p>
MULTI-FAMILY/STRATA	<p>As per single family dwellings except for those components located in <i>COMMON AREAS</i> outside of the <i>INSPECTED UNIT</i></p> <p><i>Offer comments only of a general nature based on a limited observation of accessible Plumbing components located in COMMON AREAS outside of the INSPECTED UNIT</i></p>	<p>As per single family and;</p> <p>Any Plumbing component contained in a <i>COMMON AREA</i> not directly attributable to, and of sole use for the <i>INSPECTED UNIT</i></p>
<u>INTERIOR</u>		
SINGLE FAMILY	<p>Floors, walls, ceilings, and trims</p> <p>Fire separating walls and party walls</p> <p>Stairs, guards, and railings</p> <p>Solid fuel burning appliances, including fireplaces and wood stoves</p> <p><i>Observe and report on the presence of smoke/heat/CO detectors and/or fire sprinklers</i></p> <p><i>Observe the condition of permanently installed counters and cabinets</i></p> <p><i>Randomly select and operate, where reasonably accessible, a representative number of doors and windows</i></p> <p><i>Observe and report on any evidence of water penetration and condensation</i></p>	<p>Treatments such as paint, wallpaper, carpeting, blinds, drapes, and other similar treatments</p> <p>Kitchen, bathroom, and laundry appliances</p> <p><i>Ignite or extinguish fires</i></p> <p><i>Observe fireplace insert installation</i></p> <p>Also see Exterior excluded seasonal accessories and excluded accessory buildings</p>
MULTI-FAMILY/STRATA	<p>As per single family dwellings except for those components located in <i>COMMON AREAS</i> outside of the <i>INSPECTED UNIT</i> and not including the testing of smoke & heat detectors</p> <p><i>Offer comments only of a general nature based on a limited observation of accessible Interior components located in COMMON AREAS outside of the INSPECTED UNIT</i></p>	<p>As per single family and;</p> <p>Any Interior component contained in a <i>COMMON AREA</i> not directly attributable to, and of sole use for the <i>INSPECTED UNIT</i></p> <p>Test the operation of smoke/heat/CO detectors and/or fire sprinklers</p>