

PROPERTY INSPECTION AGREEMENT

Dated this ____ day of _____, 2014.

Between:

JOHN MILLS & ASSOCIATES
203 - 304 Main Street South, Suite #139
Airdrie, AB T4B 3C3
(403) 803-8930
mills.j@telus.net
Alberta Home Inspection Business License #332179
Home Inspector: John Mills CMI
Alberta Home Inspection Inspector License #332180
(John Mills & Associates and John Mills CMI shall be collectively referred to herein as the "Inspector")

THE PARTIES OF THE FIRST PART

- AND -

CLIENT NAME: _____

ADDRESS: _____ City: _____

POSTAL CODE: _____ TELEPHONE #: _____ EMAIL: _____

(one or more clients shall be collectively referred to as the "Client")

THE PARTIES OF THE SECOND PART

PROPERTY TO BE INSPECTED (the "Property")

ADDRESS: _____

INSPECTION DATE: _____ TIME: _____

THE REPORT WILL BE AVAILABLE WITHIN 48hours by email:

The total inspection cost: \$ _____

STANDARDS OF PRACTICE

1. This contract and inspection to be carried out by John Mills & Associates and John Mills CMI (collectively referred to as the "Inspector") is governed by the Fair Trading Act of Alberta and the Home Inspection Business Regulation. Additionally, as a minimum standard, the inspection will comply with the Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI").

SCOPE OF THE INSPECTION AND INSPECTION REPORT

2. The Inspection will be carried out by John Mills CMI and John Mills & Associates and will not be subcontracted to another home inspection business.
3. Upon completion of the Inspection the Inspector will provide the client with a written report (the "Inspection Report") of the Inspector's observations of readily accessible features and aspects of the building. It is anticipated that the Inspection Report will be delivered to the Client on or about the date indicated above.
4. The Inspection is based on a limited visual inspection of the readily accessible aspects of the building. A report will be provided that will be representative of the Inspector's opinion of the observable conditions on the date of the Inspection. While this Inspection may reduce your risks of home ownership, it is not an insurance policy, warranty or guarantee on the home or condition of the home. Neither John Mills & Associates nor John Mills CMI make any warranty or guarantee on the home's future performance, or lack thereof.
5. This Inspection includes and is limited to the items reported.
6. This report is for the exclusive use of the contracted parties and may not be used by third parties without the prior written permission from the Inspector. Notwithstanding the above, when the homeowner's permission is required to do invasive testing, then a copy of the report will be provided to the homeowner for their approval of the indicated testing.
7. In some cases the Inspector may recommend an expert opinion be obtained with respect to deficiencies identified. In such case it is up to the Client to obtain an expert opinion in dealing with any remedies to such deficiencies.
8. Should any secondary testing be required, it is up to the Client to arrange such testing.
9. The Inspection Report is based on the condition of the Property existing and apparent as of the time and date of the Inspection. Not all conditions may be apparent on the Inspection date due to weather conditions, inoperable systems or inaccessibility of areas of the Property.

10. Items inspected will be rated as for condition and the need, if any, for repairs or service. Although the Inspection Report may list repairs that need to be made to the Property, it is not an exhaustive listing of repairs to be made and should not be treated as such.

WHAT THE INSPECTION WILL COVER

11. The Inspection will include the residential dwelling and the attached or detached garage or carport. No other buildings will be included in the inspection unless stated below and initialed by each party.

The client and Inspector hereby agree shall include the buildings and other items set out below.

Items other than above will be listed in the formal report.

Inspector's Initials

XClient's Initials

12. The Inspection shall include a visual, non-evasive inspection of the following features or components of the Property.

ROOFING, FLASHINGS or CHIMNEY.

EXTERIOR, including LOT GRADING, WALKWAYS, DRIVEWAYS, RETAINING WALLS, PATIO & DECKS.
STRUCTURE. ELECTRICAL. HEATING. HEAT PUMPS & COOLING. INSULATION. PLUMBING. INTERIOR.

13. Testing equipment will be used in the dwelling to check for moisture & carbon monoxide.

14. The Inspection includes **ONLY A VISIBLE** inspection for mold & asbestos. **XClient's Initials** _____

WHAT THE INSPECTION WILL NOT COVER.

The Inspection is not a building code inspection, title review, land survey, nor a by-law compliance inspection and is not to be construed as such.

17. The Inspection Report is not an assessment, nor does it constitute an appraisal.
18. Unless the parties have specifically agreed in writing to an invasive inspection, the Inspection **excludes "latent defects"**. "Latent defects" are defects that cannot be reasonably detected in a non-invasive visual inspection. Latent defects may include but not limited to: water leaks, land subsidence, or other geological problems.
19. The Inspection excludes merely cosmetic feature which include, without limitation, minor wall/ceiling defects and cracking, paint, wall and window coverings, window screens, carpet, flooring, floors, paneling, lawn and shrubs, or any other defects which may occur, or become evident after the date of Inspection.
20. It is the responsibility of the Client to obtain from the homeowner a disclosure of any known defects at the time of Inspection.
21. Not all devices, doors or windows will be inspected. InterNACHI standards only require the operation of a representative number of these items, not all of them will be checked especially the ones blocked by furniture, flooring, or other obstructions.
22. The Inspection will not include anything the Inspector was not able to see during the Inspection as a result of weather conditions, or inaccessibility existing at the time of Inspection or because a system is covered or not operational. In that event, the Inspection Report will specify which items the Inspector was unable to view and inspect.

NOTICE OF CLAIM

23. The Client understands and agrees that any claim or complaint arising out or related to any alleged act or omission by the Inspector, in connection with the provided Inspection services shall be reported to the Inspector, **in writing, within ten (10) business days of discovery**. Unless there is an emergency condition, the Client agrees to allow the Inspector a reasonable period of time to investigate the claim or complaint by, among other things, re-inspection before the Client, or anyone acting on the Client's behalf repairs, replaces, alters or modifies the system or component that is the subject matter of the claim.

DISPUTES

24. Any dispute or claim between the parties, arising directly or indirectly out of, connected with or relating to the interpretation of this Agreement, the scope of the services rendered by the Inspector, the Inspection Report provided to the Client by the Inspector, or as to any other matter involving any act or omission performed under the Agreement, or promises, representations, or negotiations concerning duties of the Inspector hereunder, shall be submitted to mediation and, if necessary, and agreed by all parties, binding to the *Arbitration Act*, of Alberta.

EXCLUSIONS

- 25. The Client hereby specifically states that it understands that the Inspection Report is based on the condition of the Property existing and **apparent** as of the time and date of the Inspection. **Not all conditions may be apparent** on the Inspection date due to weather conditions, inoperable systems or inaccessibility of areas of the Property. Appliances & stored items will not be moved & some conditions may not be visible.
- 26. No representation is made as to the Property size or the location of the buildings on the property.
- 27. The Client hereby releases and waives any claim it may have against the Inspector for latent **defects** or omissions that may have been missed on a reasonable inspection of the Property or which may not be determined during the regular course of a visual inspection. The Client also releases and waives any claim it may have against the Inspector for anything the Inspector was not able to see during the Inspection arising as a result of weather conditions, or inaccessibility existing at the time of Inspection, or because a system was covered up and which failure to view and inspect was noted in the inspection Report.

PRIVACY

- 28. The Inspector shall not disclose the contents of the Inspection Report, except with the written permission of the Client, as required by law or, if in the opinion of the Inspector, there is a serious health or safety risk.

UNDERSTANDING THIS AGREEMENT

- 29. The Client(s) agree they have read and understand the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed as of date first above written.

JOHN MILLS & ASSOCIATES

Per: _____

John Mills

XClient Signature

Witness Signature

XClient Signature

Witness Signature