



# T. E. Gordon Home Inspections Inc.

## Visual Inspection Agreement

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This agreement made and entered into between the named client and **T. E. Gordon Home Inspections Inc.** is a request to conduct a **visual inspection** of the property only. T. E. Gordon Home Inspections Inc. agrees to conduct the visual inspection to acquaint the client with the condition of the subject property at the time of the inspection and provide them with a computer generated report. The inspection is performed in accordance with the Standards of Practice of the Canadian Association of Home and Property Inspectors (CAHPI®). This inspection and report are not to be construed as a guarantee, warranty or certification as to the value of the property inspected or compliance with past or present government building codes or regulations of any kind. The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or potential use. The Inspector is not an expert in every craft or profession; therefore, the general home inspection that will be conducted is not technically exhaustive. The inspection fee is based on a single visit to the property; any additional visits required by the client will involve additional fees charged at the inspector's current hourly rate. T. E. Gordon Home Inspections Inc. is not associated with any seller, contractor, lawyer or real estate agency. Other than the inspection fee, we have no anticipated financial interest in this property. If your real estate consultant provided the name T. E. Gordon Home Inspections Inc. to conduct your home inspection, it was done as a convenience to you. No representation, warranties or guarantees as to our abilities is made or implied by the real estate consultant, and no liability can be applied to them for this information.

### SCOPE OF THE INSPECTION

The purpose of the inspection is to provide you with a professional opinion about the condition of certain systems and components of the home **at the time of the inspection** and is not a list of required repairs. This is not a **Building Code** inspection; the inspection is based on all of the exterior and interior areas of the structure that are easily accessible. The inspection includes a non-invasive visual examination of the home's exterior including the roof and chimney, structure, electrical, heating and cooling systems, insulation, plumbing and interior including walls, ceilings and windows. Conditions beyond the scope of the inspection will not be identified. No engineering services are offered.

The report reflects the condition of the property at the time of the inspection. Not all conditions may be apparent at the time of the inspection due to such factors as: weather conditions, inoperable systems, and inaccessibility of areas of the property. The inspector cannot examine what cannot be seen. A defect that was apparent on any date prior to the inspection may not be apparent on the inspection date. Without dismantling the house or its systems, there are limitations to the inspection. Clues or symptoms often do not reveal the extent or severity of the problems. Therefore, the inspection and subsequent inspection report may help reduce the risk of purchasing the property; however, an inspection does not eliminate such risk nor does the Inspector assume such risk. While a majority of the deficiencies are addressed, an all inclusive list of major building flaws is not included. **The Inspector is neither responsible nor liable for the non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the property, or any other problems which may occur or become evident after the inspection date.**

### LIABILITY

The inspection does not constitute as a warranty, an insurance policy, or a guarantee of any kind, against defects in the building and the systems or components inspected. It is agreed that T.E. Gordon Home Inspections Inc. employees or agents 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.

**Unless prohibited by applicable law, T. E. Gordon Home Inspections Inc. and its employees are limited in liability to the fee paid for the inspection services and report** in the event that the client or any third party claims that the Inspector is in any way liable for negligently performing the inspection or in preparing the inspection report, or for any other reason or claim that the inspector has not fully satisfied all its obligations hereunder. The client hereby agrees to indemnify, defend and hold harmless the inspector if any third party brings a claim against the inspector relating to the inspection or the inspection report. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client named in the inspection agreement and may not be relied upon by any other person. Photographs, diagrams, sketches etc. are for the sole purpose of illustration and to assist the reader in visualizing the property.

### EXCLUSIONS

This inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, lead paint, mold/mildew, asbestos, urea formaldehyde, toxic or flammable chemicals, water and airborne hazards. Areas that are covered, unexposed or inaccessible will be considered uninspected (i.e. attics and crawlspaces without any means of entry). Potential and concealed defects and deficiencies are excluded from this report.

Also excluded from this report are inspections of wells, water softeners, septic systems, fences, central vacuum systems, security systems, sprinkler systems, window-unit air conditioners, fire and safety equipment, radiant heating systems, furnace heat exchanger, swimming pools, saunas, hot tubs, fungus and the presence or absence of rodents, termites or other insects.

The following items are **specifically excluded** from the inspection: any soils or geological tests, sewer lines and / or waste disposal systems, water purification systems, telephone and cable TV cables, low voltage lighting systems, timing systems, underground and concealed pipes, free standing appliances, or systems / components which by their location are concealed or difficult to inspect. Also excluded is the assurance that glazed seals in windows are intact. The Inspector does not light pilots or activate any major system that is shut down at the time of the inspection. There is no assurance of a dry basement or crawl space. The Inspector will not enter dangerous areas of the property. The Inspector examines a representative sample of components that are identical and numerous such as siding, shingles, electrical outlets, etc. and does not examine every single one of these identical items; therefore, some detectable deficiencies may go unreported. The inspection also excludes cosmetic features, including but not limited to paint, wall coverings, carpeting, flooring, paneling, blinds, drapery and landscaping. The Inspector will not give any opinions concerning easements, conditions of title, zoning matters, property measurements and value appraisals.

**Water / moisture leaks seepage and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water / moisture leaks seepage and drainage problems unless the inspection is conducted during or immediately after a rain sufficient to reveal such problems.**

#### DISPUTE RESOLUTION

Any controversy or claim between the parties hereto, 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 this agreement, or promises, representations or negotiations concerning duties of the inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of the Canadian Association of Arbitrators. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded. In the event that any dispute arises out of the inspection or report, and proceedings are commenced by the client, if the client is unsuccessful in maintaining the claim, then the client shall be liable to the inspector for all charges, expenses, costs and legal fees incurred by the inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the inspector in investigating, research, preparation for, and attendance at court hearings and examinations. **Any claims must be presented within one (1) year from the date of the inspection; the Inspector shall have no liability for any claims presented one (1) year after the date of the inspection.**

The Client shall not file or commence any claim against the Inspector in any jurisdiction until the client has notified the Inspector of the subject matter and made reasonable efforts to afford the Inspector an opportunity to offer a resolution prior to the client's performance of remedial measures. You agree to allow the Inspector to re-inspect the issue before you or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim, (except in the case of an emergency, or to protect for personal safety, or to reduce or avoid damage to property).

This agreement and the documents referred to herein constitute the entire agreement between the parties hereto, and supersedes any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this agreement be construed to remain fully valid, enforceable and binding on the parties. This inspection report does not constitute a warranty, guarantee or insurance policy of any kind.

#### CONFIDENTIALITY

T. E. Gordon Home Inspections Inc. focuses on ensuring that your personal information is appropriately protected. That being said, at times we may need to provide your real estate agent with section(s) of your inspection report via telephone, e-mail or fax as deemed necessary. By signing this agreement, you authorize the Inspector to do so. Our full Privacy Policy is available on our company website [www.gordonshomeinspection.com](http://www.gordonshomeinspection.com).

**I hereby authorize the inspection of this property having read and understood this Agreement.**

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SIGNATURE OF CLIENT OR AGENT

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PRINT NAME OF CLIENT OR AGENT

Date Last revised: January 4, 2011  
Page 2 of 2

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DATE OF INSPECTION

INVOICE # \_\_\_\_\_

  
\_\_\_\_\_  
SIGNATURE OF INSPECTOR

TERRY GORDON  
\_\_\_\_\_  
NAME OF INSPECTOR

T.E. Gordon Home Inspections Inc.  
Phone (902) 499-1011