



C.P.I. Member

INSPECTION # 0000-000

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## INSPECTION AGREEMENT

This agreement is between Anton Pranov d.b.a. **TRU Inspections** and \_\_\_\_\_ (“Client (s)”).

1. TRU Inspections shall inspect the Property and provide Client with a written inspection report in compliance with this agreement and the OAH / CAHPI 2012 National Standards of Practice: <https://www.oahi.com/download.php?id=138>. 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 and is only supplementary to the sellers disclosure.
2. Inspection Fee and Report: Client shall pay TRU Inspections an inspection fee payable after the inspection. The Report is released after the reception of the payment. Client shall pay a \$25.00 charge for any dishonored cheque.
3. Inspection Scope: The inspection will include as long as they are visually accessible all of the following systems and components of the Property unless otherwise indicated: Exterior, Roofing, Foundation and Structure, Plumbing, Heating/Air Conditioning/Ventilation, Interior, Attic and Insulation.
4. 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, TRU Inspections 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.
5. Inspection Scope Limitations: 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. As well, 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, pest, mildew or fungi, moisture content of walls, floors, ceilings, or siding, or any other substance not visually detectible; (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.
6. Standards of Practice: 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 shut down 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.
7. Limitations of Liability: We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount equal to the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the property, whether based on contract, tort, or any other legal theory or doctrine. You acknowledge that these liquidated damages are not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. You understand and acknowledge that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialties and would cost substantially more than the fee paid for this limited visual inspection. You understand and acknowledge that you are free to consult with another professional if you

do not agree to this provision.

- 8. NOT A WARRANTY: THE INSPECTION AND RESULTING REPORT ARE NOT INTENDED AS A GUARANTY, WARRANTY, OR INSURANCE POLICY. TRU INSPECTIONS 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. TRU INSPECTIONS SHALL NOT BE RESPONSIBLE FOR ANY CONDITIONS THAT BECOME APPARENT AFTER THE INSPECTION.
- 9. Claims Resolution: Client shall provide TRU Inspections with written notice of any unreported defect or deficiency, of any damage or injury caused by the TRU Inspections, 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 TRU Inspections receipt of notice of the Claim, during which time Client shall provide TRU Inspections with reasonable access to the Property and opportunity to investigate and cure the Claim. If Client fails to provide TRU Inspections 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 TRU Inspections from independently verifying the existence or extent thereof, then Client shall be deemed to have irrevocably waived and released the Claim against TRU Inspections its inspectors, employees, agents, officers, partners, affiliates, successors, heirs, assigns and legal representatives. Any legal action must be brought within one (1) year from the date of the Inspection, failure to bring said action within one (1) year of the date of the Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen there from. Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law.
- 10. Inspection Results: The inspection and Report are intended for Clients 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 TRU Inspections, 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.
- 11. 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 Vaughan, Province of Ontario.
- 12. This Agreement represents the entire agreement between the parties, and any prior agreements and understandings are hereby superseded and merged into 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.
- 13. The client acknowledges that they have had the opportunity to read this agreement and familiarize with TRU Inspections sample report. The client acknowledges that TRU Inspections is relying on this representation and declaration.
- 14. The client and TRU Inspections agree to the fact that this agreement is in the English language.
- 15. Past-due fees for your inspection shall accrue interest at 10% per year. You agree to pay all costs and attorneys fees we incur in collecting the fees owed to us. If the Client is a corporation, partnership, or similar entity, you personally guarantee payment of the fee.
- 16. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
- 17. You may not assign this Agreement.

**TRU Inspections:**

Per: \_\_\_\_\_ **Anton Pranov**, President, OAH I R.H.I. #587  
InterNACHI Certificate Holder # NACHI19041932

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: \_\_\_\_\_, 20\_\_

Printed Name: \_\_\_\_\_ CLIENT