RESIDENTIAL INSPECTION AGREEMENT

Website reference copy

1. Inspection and Standards of Practice

TRU Inspections shall inspect the Property and provide the Client with a written inspection report in accordance with this Agreement and the CAHPI National Standards of Practice currently recognized by the Ontario Association of Home Inspectors (OAHI) at the time of inspection. The purpose of the inspection is to identify significant observable deficiencies in the systems and components included within the scope of the inspection. The inspection and Report are limited to visible and readily and safely accessible areas and components and reflect the apparent condition of the Property at the time of inspection. The inspection is supplementary to, and does not replace, seller disclosures or specialist evaluations where warranted.

2. Inspection Fee and Report

Client shall pay TRU Inspections the agreed inspection fee upon completion of the inspection. The Report will be released after receipt of full payment. A $25.00 charge applies to any dishonored cheque.

3. Inspection Scope

Subject to visibility, accessibility, and the applicable Standards of Practice, the inspection will include the following systems and components unless otherwise indicated: Exterior; Roofing; Foundation and Structure; Plumbing; Electrical; Heating, Air Conditioning and Ventilation; Interior; Attic and Insulation.

4. Reporting Scope and Significant Deficiencies

The purpose of the inspection and Report is to identify and disclose significant observable deficiencies in the systems and components included within the scope of the inspection. The Inspector will report conditions that, in the Inspector's professional judgment, materially affect the function, performance, safety, or serviceability of an inspected system or component, or that warrant repair, replacement, monitoring, or further evaluation by a qualified professional. The inspection is not intended to identify or report every minor deficiency, maintenance item, cosmetic imperfection, or condition having no material effect on the function or serviceability of the Property. Such conditions may be reported at the Inspector's discretion but are not required to be identified or included in the Report. No specific monetary threshold or repair-cost estimate determines whether a condition is reportable. The significance of a condition is determined by the Inspector's professional judgment based on its nature, location, apparent severity, potential consequences, and effect on the inspected system or component.

5. Inspection Scope Limitations

Unless specifically included in writing, the inspection does not include security or fire alarm systems; septic systems; swimming pools; detached buildings; wells; water analysis; water softeners; or drainfields. The inspection also excludes latent or concealed defects; non-built-in appliances; determination of system adequacy, efficiency, or remaining life; comprehensive code-compliance review; security devices; pests or pest damage; surveys, appraisals, title, zoning, boundaries or encroachments; hazardous or environmental substances or conditions, including asbestos, radon, lead, carbon monoxide, mold, mildew or fungi; water or air quality; soil or geological conditions; EIFS evaluation; product recalls; and cosmetic conditions. The inspection is not an engineering, architectural, environmental, or specialist assessment. Client should engage an appropriately qualified specialist where additional investigation, testing, design review, or certification is desired or recommended in the Report.

6. Standards of Practice and Access Limitations

Inspectors are not required to move stored items, furniture, equipment, carpeting, debris, snow, ice, soil, vegetation, or personal property that may impede access or visibility; enter areas that are unsafe or hazardous; perform invasive or destructive testing; dismantle systems or equipment; enter unsafe or inaccessible attics or crawlspaces; or walk roofs where doing so may be unsafe or cause damage. Systems that are shut down, disconnected, or otherwise not in normal operating condition will not be activated. Air-conditioning equipment may not be operated when outdoor conditions could damage the equipment. Thermostats and timers are not checked for calibration. Dishwashers, when inspected, are checked only for basic fill and drain operation. The absence of visible evidence of leakage at the time of inspection does not guarantee that leakage has not occurred or will not occur under different weather or operating conditions.

7. Limitations of Liability

The inspection and Report are limited by the terms of this Agreement and by the visual, non-invasive nature of the service. TRU Inspections assumes no liability for concealed, latent, intermittent, inaccessible, or subsequently developing conditions that were not reasonably observable at the time of inspection. To the fullest extent permitted by applicable law, the Client agrees that the liability of TRU Inspections, its inspectors, employees, and representatives for any claim arising from the inspection, the Report, or this Agreement shall be limited to liquidated damages in an amount equal to the inspection fee paid by the Client. The Client waives claims for consequential, special, incidental, indirect, or exemplary damages, including loss of use or diminution in value. This limitation reflects the agreed allocation of risk and the scope and fee for a limited visual inspection. A Client requiring a more exhaustive assessment, engineering investigation, specialist testing, or greater allocation of risk should arrange such services separately.

8. NO WARRANTY

THE INSPECTION AND REPORT ARE NOT A GUARANTEE, WARRANTY, OR INSURANCE POLICY. TRU Inspections makes no express or implied warranty regarding the future adequacy, performance, or condition of any structure, system, component, or item. TRU Inspections is not responsible for conditions that become apparent or develop after the inspection.

9. Claims Resolution

Client shall provide TRU Inspections written notice of any alleged unreported defect, error, damage, or other claim within ten (10) business days after discovery. Client shall provide TRU Inspections reasonable access to the Property and an opportunity to investigate the condition before alteration, repair, or replacement, except where immediate action is reasonably necessary to prevent injury or further property damage. Failure to provide reasonable notice or access may prejudice the Client's claim to the extent TRU Inspections is prevented from independently verifying the condition. No legal proceeding relating to the inspection, Report, or this Agreement may be commenced more than one (1) year after the inspection date, subject to applicable law.

10. Inspection Results and Third-Party Reliance

The inspection and Report are prepared solely for the Client's confidential use and benefit and may not be relied upon by any third party. Distribution of the Report to sellers, owners, real estate professionals, contractors, or others does not create any duty or right of reliance in those parties. Client agrees to indemnify and hold TRU Inspections harmless from claims arising from unauthorized third-party reliance on the Report, to the extent permitted by law.

11. Governing Law and Venue

This Agreement shall be governed by the laws of the Province of Ontario. Any action or proceeding arising from or relating to this Agreement or the Report shall be brought in Ontario and, where legally permissible, in the City of Vaughan.

12. Entire Agreement and Severability

This Agreement constitutes the entire agreement between the parties and supersedes prior discussions or understandings concerning the inspection. Any amendment must be in writing and agreed to by the parties. If any provision is found invalid or unenforceable, it shall be modified or severed only to the extent necessary, and the remaining provisions will continue in effect.

13. Acknowledgement

Client acknowledges having had the opportunity to read this Agreement and review a sample TRU Inspections report before the inspection, and acknowledges that TRU Inspections is relying on this acknowledgement in providing the inspection services.

14. Language

The parties agree that this Agreement and related inspection documents are prepared in the English language.

15. Past-Due Fees

Outstanding inspection fees accrue interest at ten percent (10%) per year. Client agrees to pay reasonable costs incurred in collecting unpaid fees. If the Client is a corporation, partnership, or similar entity, the undersigned personally guarantees payment of the inspection fee.

16. Re-Inspections

Any re-inspection requested by the Client is subject to the terms, scope limitations, and conditions of this Agreement unless otherwise agreed in writing.

17. Non-Assignment

Client may not assign this Agreement or the right to rely on the Report without TRU Inspections' written consent.

TRU Inspections
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