

# Service Engagement Contract

CLIENT

CLIENT

ADDRESS OF PROPERTY TO BE INSPECTED

INSPECTOR

INSPECTOR

CERTIFICATION NO.

FILE NUMBER

DATE

TIME

FEES

BASIC FEE:

\$

MISC. FEE:

\$

GST:

\$

TOTAL:

\$

## Agreement Signatures

CLIENT

INSPECTOR

## Date and time of this Agreement

DATE

TIME

This Agreement contains terms which limit the liability of the company. The Client should read the Agreement in its entirety and obtain independent legal advice before executing.

**1. SCOPE OF SERVICES**

- 1.1 The Company will perform a visual inspection of the Property (the 'Inspection') and will provide the Client with a report of the Inspection (the 'Report').
- 1.2 In carrying out the Inspection and the preparation of the Report, the Company will conform with the standard or care, skill and diligence normally provided in the performance of such services in the Province of British Columbia at the time of this Agreement.

**2. SCOPE OF THE INSPECTION AND REPORT**

- 2.1 The Inspection is a non-invasive, visual examination of the Property and will be performed in a manner consistent with the 'Standards of Inspection' of the British Columbia Institute of Property Inspectors.
- 2.2 The Inspection is limited to those areas of the Property which are readily accessible at the time of the Inspection and will not include any areas of the Property the inspection of which requires the movement of personal property, debris, furniture, equipment, carpeting or like materials that may impede access or limit visibility.
- 2.3 The Inspection will include inspectable items listed in the BCIPCI Standards of Inspection (document attached).
- 2.4 Some elements of the Property will be inspected by random sample and will be specifically identified as such in the Report.
- 2.5 The Inspection will not include any elements of the Property which require dismantling to be observed.
- 2.6 The Inspection of furnace systems and other electrical/mechanical systems and structural components will only be to ascertain whether such systems appear to be functioning. The Inspection is not intended to determine the quality, efficiency, life span or appearance of such systems. The Client is urged to obtain the advice of certified specialists for specific advice concerning such systems.
- 2.7 The Inspection will not include soils, underground utilities, playground equipment, pools, hot tubs and kitchen appliances, wells/springs, tennis courts, elevators, solar panel systems, septic tanks, detached buildings, personal property, cosmetic items, drain fields, sprinkler systems, central vacuum systems, water softeners, cess pools, recreational appliances, thermostats/timers (not checked for accuracy) and air conditioners, or other items specified in the Report.
- 2.8 The Inspection will not address environmental issues including, but not limited to, the existence, competence or performance of fuel storage tanks or the existence of asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or airborne illness or disease.

**INITIALS** \_\_\_\_\_

CLIENT: .....

INSPECTOR: .....

- 2.9 The Inspection will not address the presence or absence of vermin including, but not limited to, rodents or termites nor will it address the presence or absence of dry rot, fungus and other species of corruption.
- 2.10 The Report will constitute a summary of the observations made of the listed elements of the Property as of the date and time of the Inspection. The purpose of the Report is to provide the Client with objective information concerning the Property, but is not intended to be either a guide for repairs nor as a tool for negotiation in a real estate transaction.

**3. LIMITATIONS**

- 3.1 The Inspection is not technically exhaustive and is intended only to identify significant defects in those systems, structures and components of the Property exposed to view and apparent as of the day of the Inspection.
- 3.2 The Inspection is not intended to consider any issues concerning easements, conditions of title, zoning matters, building or property measurements, value appraisals or the compliance of the Property with any governmental building requirements.
- 3.3 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 Company harmless against the claim of any third party.

**4. LIMITATION OF LIABILITY**

- 4.1 The Company's liability under this Agreement to the Client for any claim related to or arising in connection with the subject matter of this Agreement or any services provided hereunder, whether in contract or in tort and including the negligence of the Company or the Inspector, shall be limited to direct loss or damage arising from such breach of contract or such tort or such negligence and, further, shall be strictly limited to the value of the fees paid by the Client hereunder.

**5. NO WARRANTY**

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

**INITIALS** \_\_\_\_\_

CLIENT: .....

INSPECTOR: .....

**6. DISPUTE RESOLUTION**

- 6.1 In the event of any dispute arising under this Agreement, the Client shall immediately give notice in writing to the Company of all particulars in dispute and shall give the Company all reasonable opportunity to inspect and, where appropriate, resolve the matters in dispute.
- 6.2 The Client acknowledges that any failure on his/her part to give timely notice of all particulars in dispute will deprive the Company of the opportunity to reasonably investigate and, where appropriate, resolve the claim and expressly agrees, in such circumstances, waives any claim the Client may have against the Company.
- 6.3 Any dispute between the Company and the Client, except those for non-payment of fees, that in any way, directly or indirectly, arise out of, or relate to this Agreement or to the interpretation of this Agreement, the scope of the services provided to the Client, the Report or any other matter involving the services performed by the Company, shall be resolved in accordance with the British Columbia *Commercial Arbitration Act* (the 'Act'), by an arbitrator appointed in accordance with the Act. The arbitration will be final and binding and will be conducted in accordance with the laws of British Columbia.
- 6.4 If no arbitration proceeding is initiated by either of the parties to this Agreement within one year of the date of the Report, the failure to initiate the arbitration proceedings will be considered conclusive evidence that the parties are satisfied that each has properly and completely performed their obligations under this Agreement.

**7. OTHER PROVISIONS**

- 7.1 Payment is due upon the completion of the Inspection.
- 7.2 The invalidity or unenforceability of any provision in this Agreement shall not affect or impair the validity or enforceability of any other provision. The remainder of the Agreement shall remain in full force and effect.
- 7.3 This Agreement contains the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties, their heirs, executors, administrators, successors and assigns.

**INITIALS** \_\_\_\_\_

CLIENT: .....

INSPECTOR: .....