



A.C.E.S

Building Inspections

Ph: 905-464-6967

www.acesinspections.ca

Property Inspected _____ City _____

Inspection Date _____ Time _____

GENERAL CONTRACT

1. The Inspector's role and responsibilities:

- To conduct the inspection according the 2023 National Standards of Practice and National Code of Ethics of the Canadian Association of Home and Property Inspectors, CAHPI., See website www.cahpi.ca and please read it or ask for a copy.
- To identify any system and/or component in need of immediate major repair.
- To provide you with a general orientation of maintenance and operating systems.
- To remain available to you by telephone or e-mail as long as you own the house, at no extra cost to you.

2. Your role and responsibilities:

- Ask your inspector as many questions as like while on site.
- Conclude the inspection process only when you are in complete understanding of the inspection results and the limitations of the inspection.
- Read and acknowledge the inspection report and remit payment when you are satisfied that the inspector has fulfilled their responsibility to you.

3. Expectations and clarifications:

- An inspection is a general review of visually accessible physical evidence at the time of the inspection.
- Our inspection is a risk assessment tool, not an insurance policy protecting you from future repairs or cost.
- You will experience future functional problems with your house that were not identified in the inspection report.
- You will receive opinions from others that differ from ours.

4. **EXCLUSIONS - Also read the standards of practice for more information**

- The testing of swimming pools and associated equipment is not part of our building inspection.
- The exterior and common elements if they are the responsibility of the condominium corporation are not part of our inspection. Review the status certificate and all condominium documents with your legal counsel.
- Note we do not: predict the probability of failure or remaining service life of any system or component; determine the causes of conditions identified; determine the method for remediation of conditions identified; estimate costs or provide quotes for remediation of conditions identified; advise on the suitability of the building, component, or system for a particular use; advise on purchase or suitability for the client; predict operating costs associated with a system, component, or the building; identify hidden or visually apparent infestations of vermin, including wood destroying organisms; identify hidden or visually apparent hazardous items (e.g., asbestos, mould, PCB, UFFI or indoor air quality); identify underground components (e.g., oil tanks, septic fields, underground drainage systems); make judgements about the aesthetics or quality of finishes, cosmetic items, or decorative items; inspect household appliances; and inspect onsite water supply or sewage systems, central vacuum systems, low voltage systems, trees, heat exchangers, flue interiors, security systems, items not specifically mentioned in the report are not included within the scope of this inspection. We do not disassemble equipment, make holes into walls, floors and ceilings, move furniture or storage items like boxes, nor lift up carpets and rugs, etc. You should contact specialists for any of these items should you have concerns.
- We do not advise on recalls or materials and products that have previous failures or involved in lawsuits.

Continued next page

Client/Rep. Print Name _____ (Clearly) Name of Inspector _____

Signature _____ Signature of Inspector _____



Building Inspections

GENERAL CONTRACT CONTINUED

Recommended improvements or repairs to the building/dwelling have been addressed in the report. Additional material will help explain concerns identified. Please view our web site for additional information and ask for contractor estimates. Estimates may be found on line at various Canadian Websites.

• We urge you to obtain a **Home Warranty** Program, before you take possession, warranties are for your protection. It can help protect your heating, A/C, plumbing, electrical, even appliances, such as www.canadianhomeshield.com

1. The report, issued by the inspector, is prepared with reasonable skill and care. The report is limited to the physical evidence that was visually accessible at the time of the inspection and meets or exceeds the CAHPI standards of practice. The report is not transferable to anyone other than the client, as the report does not include the verbal information imparted by the inspector to the client which is vital to fully understand the service, contract and process undertaken.
2. The required repairs to the building include, but are not limited to, what is reported herein due to the limitations and restrictive nature of a visual inspection. The client is hereby warned that not all deficiencies will be discovered. At best 75% of the first year repairs should be revealed not 100%.
3. The inspector's role is principally educational; to provide you with a better understanding of the building.
4. The inspection is partially designed to reduce your risk of buying an older building, however we cannot eliminate this risk. The inspector/inspection firm will not absorb any of your risk in buying any property.
5. The client is advised to annually budget at least 1% of the building's value for maintenance and unforeseen repairs. Expect to find repairs that were not found during the inspection, this is normal and to be expected.
6. The client is warned that damages will occur to the building systems or components if the recommended repairs in this report are not carried out in a timely manner.
7. Cost estimates, if provided in this report, are minimums and are intended to be a rough guideline only. Estimates are based on the most cost effective solution to address the problem and will not include betterment.
8. The inspection does not cover code compliance issues set by governments, fire code, zoning or other regulatory authorities. Codes constantly change.
9. The inspection does not take into account eligibility for mortgage or building insurance.
10. The inspection process is conducted in a fair and impartial manner. Accordingly, this report is not provided as an aid for negotiation in a real estate transaction. The inspection can not determine whether the property has been used as a grow house or any other illegal operation.
11. The purchaser is advised to make inquiries to the property owner and ask if they are aware of any defects or previous repairs that would not be normally detected by a visual inspection and any and all service records and maintenance records for the building and systems, as well as permits and inspections of all previous work.
12. The Client agrees to hold the inspector and ACES Inspections involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the inspector, his employees or of independent contractors engaged or paid by the inspector or Company for the purpose of inspecting the subject property.
13. The Client agrees that this contract, report and all information falls under the Personal Information Protection and Electronic Documents Act (PIPEDA) which is the federal privacy law for private-sector organizations. Client agrees that they or their representatives will never make or post negative or disparaging remarks or comments on public media forums or social media about the inspector and or ACES. If you encounter problems, contact us immediately, we are here to help you.

Our contracts are always available on our website for preview prior to any inspection.

www.acesinspections.ca



A.C.E.S

Building Inspections

Inspection Invoice & Followup

Property Inspected _____ City _____

NOW THAT YOU HAVE THIS REPORT WHAT SHOULD YOU DO?: Re-read and review the whole report. Ask any questions that you have so that you fully understand what it represents to you. Consider all the items identified and seek further investigation into the items that we suggested and those that you feel uncomfortable about, do all this prior to continuing with the next step of the transaction. We strongly advise you to consult and discuss this full report with your Realtor and or lawyer and obtain their opinions on how to proceed. You must also consider that the building inspection cannot discover all the deficiencies with this building and property. You will encounter other repairs and breakdowns due to unforeseen deficiencies and our time limitations, that will not be discovered by this visual inspection.

- You should ask the seller for all:
 - Warranties _____
 - Permits _____
 - Invoices _____
 - Plans and drawings _____
 - All sub-trades relating to this property _____
- Consider all deficiencies related to health, safety issues and water problems as urgent matters. _____
- Obtain further clarification regarding _____
- _____
- _____
- _____
- _____
- _____ from the:
 - Property owner/seller Realtors Architect/Engineer Insurance Broker Contractor Lawyer Condo Corporation
- Further inspection/evaluation is required regarding: _____

OBTAIN CONTRACTORS QUOTES FOR REPAIRS NOTED IN THIS REPORT.

After the inspection:

- You must revisit the property prior to closing to verify conditions have not changed since the inspection date.
- Please contact us by telephone or e-mail for follow-up consultation regarding repair, maintenance or improvement advice.
- You must contact us immediately for a site visit, at no extra cost, in the event of an unanticipated problem or upon receiving conflicting advice. We will make every effort to maintain customer satisfaction.
- If you undertake any repair(s) that are not of an urgent manner, that would not in fact cause future damage or harm to the occupants, the inspector will not be liable for costs incurred before a negotiation or arbitration as specified has occurred. Don't fix it until you call us.

In the event that we are unable to resolve our differences, we both agree to seek resolution through arbitration. As such, we agree that all disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be arbitrated and finally resolved, pursuant to the National Arbitration Rules of the ADR Institute of Canada Inc. (the Simplified Arbitration Rules of the ADR Institute of Canada Inc.) The place of arbitration shall be in the city of the Hamilton in the Province of Ontario, Canada. The language of arbitration shall be English. Note - This means we will arbitrate, not go to court.

I have read this report and reviewed it with the inspector. I am aware of the limitations of the inspection process and that the inspector has performed the inspection according to the terms herein. I accept this report and photos, which may show deficiencies not written in the report, and recommendations discussed and described herein. I am aware that the fee paid for this inspection is for professional time and is not a guarantee of present or future conditions and is not an insurance policy of any kind. The inspector and the company's limitations shall not exceed the total cost of the report. I agree to contact the inspection company before I undertake any repairs which may become a claim due to this report.

Name of Client _____

Current Address _____ Phone: _____

Signature of Client _____ Signature of Client Representative: _____

Inspection fee \$ _____ Received in full _____

TERMS: Payment due upon receipt of this report

Email: acesinspections@gmail.com _____