

SCOPE AND CONTRACT

PLEASE READ THE FOLLOWING 2 PAGES CAREFULLY BEFORE SIGNING

SCOPE OF INSPECTION

1. VISUAL INSPECTION:

This inspection is a visual inspection only of readily accessible aspects of the property. A home inspection does not include identifying defects that are hidden behind walls, floors, or ceilings. This includes structure, wiring, plumbing, ducting, and insulation that are hidden or inaccessible. The inspector will not conduct any invasive or destructive testing of the property. Safety, accessibility, or other considerations may present the inspector with restrictions in examining specific home elements or components.

2. LIMITED ASSESSMENT

The home inspection will provide you with a basic overview of the condition of the property in accordance with the NACHI SOP. This inspection is not technically exhaustive or all encompassing, as your inspector has only a limited amount of time, as well as constraints in methodology, to complete the inspection. The inspector is a generalist, not a specialist in all disciplines, and may refer the home owner to specialists for further investigation of certain items.

Fireplaces, Pools, Sprinkler Systems, Fencing, Docks and any non attached structures are outside the scope of this inspection are should be inspected by a licensed specialist. The home inspector may check basic operation of these systems using normal operator control / interfaces as a courtesy.

3. CONTEXT OF INSPECTION

This inspection should also be considered in the context of a "snapshot in time", reflecting the conditions of the home at the date of inspection. Future performance of components and elements of the home is outside the context of this inspection. For example, your inspector may not discover leaks that occur only under certain weather conditions. Some conditions noted, such as cracks in foundations, may be either cosmetic in nature or indicators of settlement; however predicting whether an individual condition will present future problems is beyond the scope of the inspection.

4. NOT BUILDING CODE OR BY-LAW COMPLIANCE INSPECTION

Jurisdiction for Building Code, Electrical Code, Gas Code, Fire Code, Plumbing Code, or other statutory or by-law compliance inspections resides with the appropriate mandated authorities. The services provided by your home inspector are not conducted in the context of Code or By-Law compliance inspections. The client acknowledges that it may be necessary to confer directly with the appropriate authorities to determine whether specific conditions comply with Code or By-Law requirements.

5. ENVIRONMENTAL AND AIR QUALITY CONCERNS

This inspection will not assess for environmental or air quality concerns. The scope on inspection does not include examination for hazardous materials that may be on the property, in or behind surfaces, or are constituent to building materials. The inspection does not include determination for irritants, pollutants, toxic materials, or contaminants; presence of mold, spores, or fungus; asbestos, radon gas, or carcinogens; etc. As well, the inspection does not include the determination of presence of insect, bird, rodent, or other infestations.

In agreeing to proceed with the inspection of the property, the CLIENT has carefully read, understood, and accepted this Contract and the scope of inspection identified herein.

SCOPE AND CONTRACT

SERVICE CONTRACT

1. The CLIENT has reviewed this Contract in advance of authorizing BEACHSIDE Home Inspection to proceed. The CLIENT has also reviewed the Scope of Inspection and InterNACHI Standards of Practice (www.beachsideinspection.com) and asked any unresolved questions prior to signing this agreement. The client understands that the home inspection is not technically exhaustive and is performed by generalist. Licensed contractors should be contacted for detailed assessment of specific components.
2. The inspection is an objective, general, VISUAL INSPECTION only of readily accessible areas of the home on the day of inspection, consistent with the SOP. There will be no invasive or destructive testing, or dismantling of any components. The inspection is not a building code or by-law compliance inspection. Safety, accessibility, or other considerations may present the inspector with restrictions in examining specific home elements or components. The CLIENT understands that the inspection is limited in time and scope and not all defects may be discoverable at the time of the inspection.
3. The CLIENT understands that the inspection will not assess environmental or air quality concerns, unless expressly indicated below. The inspection does not include examination for hazardous materials that may be on the property, in or behind surfaces, or are constituent to the building materials. The inspection does not include determination for irritants, pollutants, toxic materials, or contaminants; presence of mold, spores, or fungus; asbestos, lead paint, radon gas, soil contamination and other environmental hazards or violations. The inspection does not include determination of the presence of insect, bird, rodent or other infestations.
4. The INSPECTOR will provide CLIENT with a written inspection report identifying the defects that were both observed and deemed material on the day of inspection (sent to E-mail provided). The INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure. The CLIENT understands that only those components specifically mentioned in the report have been inspected and those components not included are outside of the scope of the inspection performed.
5. The INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of The INSPECTOR, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTORS negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid for the inspection, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the Inspector and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
6. Payment of the fee to BEACHSIDE Home Inspection is due upon completion of the onsite inspection. If CLIENT requests the INSPECTOR perform a re-inspection, or a return to the property after the onsite inspection visit to check on a component that was turned off or not accessible, there will be an additional \$100 charge. The re-inspection is also subject to all the terms and conditions set forth in this agreement.

By signing below, I/we acknowledge that we have reviewed, understood, and accepted the SCOPE OF INSPECTION and SERVICE CONTRACT described above. I/we also understand and acknowledge that the legal liability of Jeff Tatlock (BEACHSIDE Home Inspection) for damages arising from action or inaction, however caused, is limited in amount to the fee paid for this inspection.

CLIENT SIGNATURE: _____ **DATE:** _____