



OAHI Applicant Member
www.DuncanInspections.com
info@DuncanInspections.com
55 Northfield Drive East,
Suit 233, Waterloo, ON
N2K 3T6
telephone: +1.519.465.4331
facsimile: +1.519.578.6449
Kitchener Ontario

LIMIT OF LIABILITY

If we, our employees, inspectors, or any other person you claim to be our agent, are careless or negligent in executing the inspection and/or generating the report, our liability to the client is limited to the fee paid for the inspection services and releases Stephen Duncan Home Inspection from any additional liability. There will be no recovery for secondary or consequential damages by any person. By signing this contract, the client agrees to this limitation on our liability.

INSPECTION CONTRACT

The primary purpose of the inspection and the report is to educate the prospective client about the general condition of the building. In addition, maintenance, repair and cost effective improvement advice is provided to increase this understanding. It is not a contractual obligation, nor is it possible for the inspector to identify all potential problems solely on the basis of a visual examination. Every effort will be made to provide the client with the most accurate and practical information for the purpose intended.

The inspection process includes two parts to the service: part one - the verbal survey, part two - the written report. Your attendance at the inspection is strongly recommended. Client absence at the inspection will limit understanding of the property condition. This report is not transferable to third parties for the same reason. Absent parties will miss all information, verbally articulated during the inspection.

- 1. The Report issued by the Inspector is prepared with reasonable skill and care within the limitations of a visual inspection on the inspection date.*
- 2. The required repairs to the building include – but are not limited to what is reported - due to the limitation and restrictive nature of a visual inspection. The client is hereby warned that not all deficiencies will be discovered. 80% of the first year's repairs should be revealed; not 100%. Determining the presence of mould, fungi and other indoor air quality contaminants are specifically not included.*
- 3. The Inspector's role is principally educational. The inspection's purpose is to provide the client with a better understanding of the building.*
- 4. The inspection is partially designed to reduce a purchaser's risk. However, Stephen Duncan Inspections cannot eliminate this risk and will not absorb any client risk when purchasing a property.*
- 5. The inspection does not cover code compliance issues set by governments or other regulatory authorities.*
- 6. The inspection does not factor in eligibility for mortgage insurance, building or homeowner's insurance.*
- 7. The client hereby acknowledges they are contractually obliged to contact the Inspector immediately to arrange a site visit at no extra expense, in the event of an unforeseen problem or upon receiving a conflicting opinion.*

I have read this contract and am aware of the limitations of the inspection process. I accept the report and supplements according to the conditions as stated 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 nor is it an insurance policy of any kind.

PRINT NAME(S) OF ALL CLIENT(S)

(USE BACK OF CONTRACT IF MORE SPACE IS REQUIRED)

BUSINESS TELEPHONE

HOME TELEPHONE

EMAIL ADDRESS

SIGNATURE(S) OF ALL CLIENT(S) OR CLIENT REPRESENTATIVE

(USE BACK OF CONTRACT IF MORE SPACE IS REQUIRED)

Please note: appliances, central vacuum systems, heat exchangers, flue interiors, outbuildings, security systems, intercoms, swimming pools, spas, underground storage tanks, sub-grade plumbing drains, trees, wood destroying insects, vermin and animals, environmental testing, UFFI, mould and other indoor air quality contaminants, window air conditioners, asbestos containing materials, septic tanks, wells, marine structures and other items not specifically mentioned in the report are not included within the scope of this inspection. We do not disassemble equipment, bore holes into ceilings, floors or walls, move furniture and boxes, lift carpets or rugs, etc.