



INSPECTION CONTRACT



**THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS
— PLEASE READ CAREFULLY BEFORE SIGNING —**

BETWEEN: _____

Mailing Address: _____

Telephone number: _____ Email Address: _____ (the "Client")

AND: **Right Choice Home Inspection** Address: 35-4756 62nd St. Delta, BC, V4K 4V8 Tel: 778-892-9775, Email: inspectorqian@gmail.com (the "Inspector") including its employees and individual inspectors, whether an employee or independent contractor and/or that independent contractor's company,

in relation to property to be inspected on the date of _____ and located at:

(Address:) _____ (the "Subject Property")

to be inspected by **JAMES PING QIAN, AHI**, License **56259**, Accredited Home Inspector #281, subject to change if necessary.

IN CONSIDERATION of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and the Inspector hereby agree as follows:

ARTICLE 1 - INSPECTION

1.1 The Client understands that the word "Inspector" as used in this Inspection Contract means and includes **Right Choice Home Inspection**, including its employees and individual inspectors, whether an employee or independent contractor and/or that independent contractor's company, and acknowledges and agrees that this Inspection Contract will apply to the Client and the Inspector as defined.

The Client hereby requests that the Inspector perform an inspection (the "Inspection") of the Subject Property and prepare a written report (the "Inspection Report"), to be provided to the Client the same day of the inspection. The Inspection and Inspection Report are subject to the following limitations and conditions, each of which are acknowledged, understood and accepted by the Client:

- a) The Inspection and the Inspection Report shall be performed and prepared in accordance with the Home Inspectors Association BC Scope of Inspection, a copy of which is available upon request or at www.hiabc.ca;
- b) The Inspection is non-invasive and the Inspection Report constitutes an opinion of the condition of the Subject Property based on a visual examination of the readily accessible features and components of the Subject Property;
- c) The Inspection and the Inspection Report **do not** constitute a guarantee, warranty or an insurance policy;
- d) The Client is encouraged, at their own risk, to participate in the Inspection and understands the importance of doing so;
- e) The condition of certain systems, components and equipment will be randomly sampled by the Inspector. Examples include, but may not be restricted to window/door function, electrical receptacles, switches and lights, cabinets, paint and caulking integrity, roof covering materials, and examination of interior and exterior surfaces for signs of moisture ingress;
- f) The Inspection does not include an inspection for mould or asbestos on the Subject Property;
- g) Weather conditions may limit the extent of the inspection; the Client understands that the scope and accuracy of the Inspection Report can be affected by weather conditions existing at the time of the Inspection; and
- h) The Inspection Report is for the confidential use of the Client only and will not be disclosed to third parties such as real estate agents, sellers, or lenders (i) without the express written consent of the Client, (ii) except

as required by law, or (iii) except as deemed necessary if, in the opinion of the inspector, there is a serious health or safety issue.

The Client authorizes the Inspector to disclose the Inspection Report to third parties. No X ,
or Yes _____ to the following third parties only _____.

A pre-listing inspection is a valuable tool for a seller. The Inspection Report is an opinion on the current condition of the Subject Property on the day of the Inspection and is not intended to be relied on by a potential third party buyer of the Subject Property. The Inspection Report is for the exclusive use of the Client and it is not reasonable for any other party to rely on the Inspection Report. Liability for errors, omissions, breaches of contract and/or negligence in any part of the Inspection or Inspection Report to any person other than the client is expressly denied and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on the Inspection Report.

i) The Client shall protect and indemnify the Inspector from any claim against the Inspector by any third party arising from disclosure of the Inspection Report.

ARTICLE 2 - RESTRICTIONS ON LEGAL RIGHTS

2.1 In the event that the Client claims damages against the **Right Choice Home Inspection** and does not prove those damages, the Client shall pay all legal fees, legal expenses and costs incurred by the **Right Choice Home Inspection** in defense of the claim as determined as by the courts;

2.2 The **Right Choice Home Inspection** shall not be liable to the Client for the cost of any repairs to or replacement of any system, component, or equipment undertaken by the Client without prior consultation with the **Right Choice Home Inspection**.

ARTICLE 3 - FEE

3.1 The fee payable by the Client to the Inspector at the time of the Inspection of the Subject Property shall be as follows:

Base Fee:	\$ _____
Fee for additional services described on the Addendum attached hereto:	\$ _____
GST:	\$ _____
TOTAL:	\$ _____

ARTICLE 4 - ACKNOWLEDGMENT

4.1 By signing this Inspection Contract the Client hereby acknowledges and agrees that:

- a) The Client understands and agrees to be bound by each and every provision of this Inspection Contract;
- b) The Client has the authority to bind any other family members or other interested parties to this Inspection Contract;
- c) The Inspector has not made any representations or warranties, whether written or oral, about the terms of this Inspection Contract other than those contained in this Inspection Contract; and
- d) The Client has had such legal advice as the Client desires in relation to the effect of this Inspection Contract on the Client's legal rights.

Date: _____

Client Signature

Client Signature

INSPECTOR:

JAMES PING QIAN, License **56259** signed on behalf of himself and **Right Choice Home Inspection**

Home Inspectors operating in British Columbia are required to be licensed under the Business Practices and Consumer Protection Act and are regulated under that Act. The services of a home inspector are not provided on behalf of, or in affiliation with, the Province of British Columbia or the Business Practices and Consumer Protection Authority (commonly known and doing business as Consumer Protection BC). For more information on the regulation of home inspectors, what a home inspection should involve, how to select a home inspector and about your rights as a consumer, please contact Consumer Protection BC.

标准验屋合同（加拿大卑诗省验屋师协会版）

（本文为中文译本，仅供参考，一切以英文版为准）

——本合同涉及您的法律权利，在签署前请仔细阅读——

客户全名_____

邮寄地址:_____

电话:_____ 电邮:_____ 传真:_____ (下称“客户”)

与公司: **Right Choice Home Inspection 好眼力验屋公司 - JAMES PING QIAN, AHI 钱平 执照号#56259, AHI#281**

注册地址: 35-4756 62nd St. Delta, BC, V4K 4V8 电话: 778-892-9775, 电邮: inspectorqian@gmail.com

公司涵盖其雇员、所属各验屋师或其下包方。（下称“验屋师”）

商定于 201____年____月____日对座落于_____（下称“指定物业”）

进行房屋检验。

客户和验屋师承认并同意以下条款：

一、房屋检验

1.1 客户认同本合同所述“验屋师”的定义，其概念涵盖公司雇员、所属各验屋师或其下包方。承认并同意本合同约束客户和验屋师双方。

1.2 客户要求验屋师检查指定物业和准备一份书面报告，检查和报告是根据以下各种的限制和条款而形成的，其得到客户的承认、理解并接受。

- a) 本检查和报告根据加拿大卑诗省验屋师协会制定颁布的作业标准而进行，这份作业标准跟随书面报告一起附上或访问网站 www.hiabc.ca 获取。
- b) 本检查为非侵入式的，报告是对房屋主体主要系统和组件在检查当时状态的一个评估意见。此评估意见基于肉眼可以看到和实际可以到达的检查。
- c) 本检查和报告**不是**一项保证、担保或保险。
- d) 请客户尽可能地参与此房屋检验，否则有些信息可能无法妥善传达。但在参与检查时，客户需要对自己的安全负责。
- e) 某些系统、组件和设备只会被随机抽样检查。例如门窗开关、配件、纱窗、电源插座、照明开关、灯、橱柜、台面、保温棉厚度、砂浆、砖石、油漆与涂料、填缝剂与硅胶完整性、屋顶覆盖材料、室内外墙面材料的进水痕迹等等。
- f) 本检查不包含对指定物业的霉菌或石棉的检查项目。
- g) 客户理解检查当时的天气情况会影响或限制验屋师检查的范围和检查的精准性。
- h) 验屋报告只供给客户使用，在未经客户明确书面同意情况下，该报告不能透露给第三方，例如地产经纪、卖方、贷款方。除非当法律要求或者验屋师认为有严重的安全/健康问题时可以提供报告。
客户授权验屋师可以向第三方透露验屋报告内容，否 是_____（仅限于_____方）
售前验屋给卖家提供高附加值服务，验屋报告向卖家描述验屋当天该物业的状态。验屋报告不对任何第三方包括潜在买家负责。验屋报告是由客户要求书写并仅限于客户本人使用，此外任何第三方均不可使用该验屋报告为依据。除客户本人外，验屋师不对任何第三方承担检查及报告内容的错漏疏忽、合同违约等责任，也对任何第三方由于依据本验屋报告而导致的损失免责。
- i) 如该报告的泄漏给第三方，而引起的任何向验屋师的索赔、控告，客户将有责任保护及赔偿验屋师的所有损失。

(客户简签) _____

二、法律责任的限制

- 2.1 如果客户对验屋师要求赔偿损失，但并不能证明属实，客户将须支付全部法律费用、仲裁费用和赔偿验屋师因此引起的所有法律费用和其他有关支出。
- 2.2 在未经事先磋商及承诺的情况下，验屋师不会支付任何系统、组件或设备的修理及更新的费用。

三、费用

3.1 指定物业检查的费用:

基本费用:	\$ _____
其他费用:	\$ _____
销售税 GST(5%)	\$ _____
交通费:	\$ _____
邮寄费:	\$ _____
合计:	\$ _____

四、承诺

4.1 客户签署本验屋标准合同，表示理解、承认并同意:

- a) 客户明白并同意受本合同的每项规定的约束。
- b) 客户有权让其他家庭成员或其他相关人员执行本合同。
- c) 验屋师不应作出超过本合同的内容的任何描述或保证。
- d) 客户已经明白关于本合同对客户的法定权利和义务，如有需要，客户可以自行寻求法律咨询。

日期: _____

客户签名

客户签名

验屋师签名

JAMES PING QIAN, AHI 钱平 注册验屋师
Right Choice Home Inspection 好眼力验屋

(客户简签) _____