

# HOMESCAN HOME INSPECTION CONTRACT

Name client: **Buyer's Name**  
Address of subject property: **Property address**

File no: **File #**  
**City, Prov, Postal Code**

Fee for the property inspection is Net \$ plus 5% GST GST Total Agreed Price

THIS AGREEMENT made this Day of week of Date, by

Inspector: **Jan C. van Huigenbos CMHI** InterNACHI member # 04100887 BC License no 47854

Agreement Signatures:



*Jan C. van Huigenbos CMHI*  
Certified Master Home Inspector

Date Confirmation received by email  
Client

In executing this Agreement, you, the Client, acknowledge that you have had adequate time to read the Agreement in its entirety and, should you have chosen to do so, to obtain independent legal advice before executing.

**This Agreement does not contain terms which limit the liability of the Inspector other than those imposed by law of British Columbia and Canada. Please read carefully.**

## TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

### 1. Scope of Services

1.1 The Inspector will perform an inspection of the Property in accordance with the appended International Association of Certified Home Inspectors' ("InterNACHI") Standards of Practice (the "Inspection")

1.2 The Inspection shall be limited to a (non-invasive) visual inspection performed by direct observation of existing conditions reasonably apparent at the time of inspection in accordance with the Standards of Inspection and Scope of Inspection.

1.3 Following the Inspection, the Inspector will provide the Client with a Report of the Inspection (the "Report"), usually on the same day as the inspection is carried out, but no later than within 24 hours of the finish of the inspection.

### 2. Limitation of Liability

**This section contains the limitations upon any liability that may be imposed by law under the British Columbia's Limitation Act upon the Inspector arising from the professional services provided to you by that Inspector. Please read carefully.**

2.1 Any and all actions, causes of action, contracts, demands or claims, whether in contract, negligence, or otherwise known to law, which you may have arising out of services provided to you by the Inspector, hereinafter referred to as a "Claims" or "Claim", shall be regarded as a single claim.

2.2 The liability of the Inspector, whether in contract, tort (including negligence) or other cause of action known to law shall not be limited, but resolved as described hereunder in article 4.3 of this contract.

2.3 You expressly agree that any liability the Inspector may have to you shall not be joint and several with any other person, but shall be several only, and limited to the percentage or degree of the Inspector's fault in proportion to the fault or wrongdoing of all persons who contributed to the loss arising from the Claim.

2.4 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.

### 3. Disclosure of information

3.1 The intellectual material amassed from the Inspections is the property of the Inspector. 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 Inspector harmless against the claim of any third party.

Client: \_\_\_\_\_ Inspector: 

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## **3. No Warranty**

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

## **4. Exclusions**

4.1 The inspection does not include the determination of presence of mold, mildew or fungus, and environmental hazards, including lead paint, asbestos or toxic drywall

## **5. Dispute Resolution**

5.1 In the event of any Claim arising under this Agreement, the Client shall immediately give notice in writing to the Inspector of all particulars of the Claim and shall give the Inspector all reasonable opportunity to inspect the Property and, where appropriate, resolve the matters in dispute.

5.2 The Client acknowledges that any failure on the Client's part to give timely notice of all particulars of the Claim will deprive the Inspector of the opportunity to reasonably investigate and, where appropriate, resolve the Claim. In the event that the Inspector is prejudiced by the Client's failure to give notice of the Claim in accordance with Section 4.1 of this Agreement, then the Client expressly waives any right to recover from the Inspector any losses arising from the Claim.

5.3 Any dispute between the Inspector 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 Inspector, shall, upon either party's election, be resolved in accordance with the British Columbia Commercial Arbitration Act (the „Act“), by a single arbitrator appointed in accordance with the Act.

## **6. Other Provisions**

6.1 Payment in full is due upon the completion of the Inspection and prior to delivery of the Report. Payment methods accepted: Visa and Mastercard, Cheque, Cash or E-Transfer.

6.2 The validity or unenforceability of any provision in this Agreement shall not affect or impair the validity or enforceability of any other provision. The remainder of this Agreement shall remain in full force and effect.

6.3 This Agreement contains the entire agreement between the parties, and shall be binding upon and enforceable by the parties, their heirs, executors, administrators, successors and assigns.

6.4 The Client agrees to obtain permission from the seller permitting deactivation of the distribution portion of the electrical panel so that the cover may be safely removed by the Inspector to inspect the interior.

6.5 The Client shall ensure the Inspector has access to the property; that a designated party provides security for the property during the inspection process and that someone responsible for the property will ensure that the property is secured upon the Inspector's departure.

6.6 This Agreement shall be construed in accordance with, and governed by, the laws of British Columbia.

6.7 Where required, the singular shall be read in the plural, and the gender the masculine or feminine.

6.8 Time shall be of the essence of this Agreement, save as otherwise specified in this Agreement.



Business Location:  
31-8413 Midtown Way  
Chilliwack BC V2P 0G7  
Cell: 604-791-2616  
Email: jandel@aebc.com

InterNACHI Certified Master  
Home Inspector



Client: \_\_\_\_\_ Inspector: \_\_\_\_\_

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**ROGERS**  
STIEG  
TRANSPORTATION  
INSURANCE LTD.

## Certificate of Insurance


800-1331 Macleod Trail SE, CALGARY, AB T2G 0K3  
www.rogersinsurance.ca TEL: (403) 296-2400 FAX: (403) 296-2439

### ATTENTION: To Whom It May Concern

This is to certify that the insurance policies, as herein described, have been issued to the Insured named below and are in force at this time.

Named Insured:

Jan Cornelis Van Huigenbos o/a Homescan Inspection Service  
31-8413 Midtown Way, Chilliwack, BC V2P 0G7

Type of Policy	Policy Number	Effective Date dd mm yy			Limits of Liability
<b>Commercial General Liability</b> Includes Cross Liability Inclusive Limits – Bodily Injury & Property Damage Combined.  <b>Insurer:</b> A.M. Fredericks Underwriting Management Ltd.	C34613-4	31	03	20	Each occurrence limit: \$ 2,000,000
					General Aggregate limit: \$ 2,000,000
		31	03	21	Advertising Liability: \$ 2,000,000
					Tenants Legal Liability Limit: \$ 250,000
					Claims Made Professional: \$ 1,000,000
<b>Professional Liability</b>					
<b>NOTE:</b>  The insurance afforded is subject to the terms, conditions and exclusion of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.  The Insurer will endeavour to mail to the holder of this Certificate NIL days written notice of cancellation of these policies but assumes no responsibility for failure to do so.  * Absence of any entry in these spaces means that insurance is not in force in respect of the coverage opposite thereto					
 <b>Signature: Authorized Representative</b> <b>Date: April 11, 2020</b>					