



Tarion New Home Inspection Agreement

This Agreement dated _____ between 2079986 Ontario Limited and (client name and signature) _____ is for a New Home Inspection at (address) _____ and signifies that we have been retained to perform a visual examination of the accessible features of the property and reflects their condition on the day of the inspection.

The inspection being performed is based on the Tarion Statutory Warranty Coverage or Protection period _____ (30day/11mth/2yr).

The inspection being performed is based on a house size of approx _____ and at the mutually agreeable fee of \$ _____ plus taxes HST (13%). Payable at time of inspection, cash or check is acceptable.

It is not a guarantee, warranty or insurance against current or future defects. It is carried out in accordance with the **CAHPI New Home Inspection Protocol**. It is not a building code, by-law or insurance inspection.

A copy of the CAHPI New Home Inspection Protocol “Standards of Practice” is available upon request at any time including before the signing of this Agreement. It can also be found on our website at <http://www.dashinspectionservices.com/Tarion.html>

The client requests a visual inspection of the property subject to the terms and conditions of this agreement shown on the following pages.

What happens if there are hidden problems?

A Home Inspection does not include identifying defects that are hidden behind walls, floors or ceilings. This includes wiring, structure, plumbing and insulation that are hidden or inaccessible.

Some intermittent problems may not be obvious on a Home Inspection because they only happen under certain circumstances. As an example, your Home Inspector may not discover leaks that occur only during certain weather conditions.

Deficiencies and Defects, which are latent or concealed, are excluded from the inspection.

The home inspector can only report on the visual observations of apparent conditions existing at the time of inspection only, furthermore, conditions which change after the time of inspection are not included in the Inspection Report.

It is our policy to discuss with you, all significant problems. Please feel free to call at any time. **Contact David Ash – 416-887-3053**

General Exclusions and Limit of Liability:

These Limitations and Conditions explain the scope of your Home Inspection. Please read them carefully before signing this Agreement.

Performance inspections address the quality of workmanship and materials, measured against tolerances set out in the Tarion Construction Performance Guidelines (in Ontario). This type of inspection helps determine whether the systems and components are installed properly and are performing their intended functions. Performance inspections address issues that are beyond the scope of codes, bylaws and other regulations. They are not code compliance inspections. No comparison of the home to the contract documents or plans is included. The CAHPI New Home Inspection Protocol and the Tarion Construction Performance Guidelines (in Ontario) set minimum parameters for acceptable workmanship in new homes.

The following items are excluded from the inspection: Appliances, including window or portable air conditioning units, furnace or heat pump heat exchangers or heat shields, buried oil or gas tanks, interior flue liners, outbuildings, alarms and intercoms, computer LAN, theatre or other integrated technical low or high voltage wiring, septic, well and irrigation systems, other below grade sewage and water pipes, swimming pools, hot tubs, spas, saunas and related equipment. As well as termites, carpenter ants, mice and other insects or rodents.

The Inspection does not include hazardous materials that may be in or behind the walls, floors or ceilings of the property.

This includes building materials that are now suspected of posing a risk to health such as phenolformaldehyde and urea-formaldehyde based products, fiberglass insulation and vermiculite insulation. The Inspector does not identify any asbestos containing material including, but not limited to, the following: roofing, siding, wall, ceiling or floor finishes, insulation or fireproofing. We do not look for lead or other toxic metals in such things as pipes, paint or window coverings.

We are not responsible for, and we do not comment on the quality of air in a building. The Inspector does not try to determine if there are irritants, pollutants, contaminants, or toxic materials in or around the building. The Inspection does not include spores, fungus, mold or mildew, including that which may be present behind walls or under floors.

You should note that whenever there is water damage noted in the report, there is a possibility that mold or mildew may be present, unseen behind a wall, floor or ceiling. If anyone in your home suffers from allergies or heightened sensitivity to quality of air, we strongly recommend that you consult a qualified Environmental Consultant who can test for toxic materials, mold and allergens at additional cost.

The Inspection does not deal with environmental hazards such as the past use of insecticides, fungicides, herbicides, pesticides, irritants, pollutants, contaminants, or toxic materials in or around the building. The Home Inspector does not look for, or comment on, the past use of chemical termite treatments in or around the property.

We do not dismantle heating or air conditioning equipment. We do not carry out any destructive testing or conduct or comment on air quality in the building/residence.

Roof and basement leakage and sewer backups are often unpredictable and generally unexpected. We are therefore not able to provide any guarantee that these items will not leak, back up or significantly deteriorate, before the expiry of any estimated lifespan that may be shown elsewhere in the inspection report.

Indications of particular deficiencies may require an extrapolation. The report may show for instance. "Rot" in the window section. This means one **or more** windows may be affected.

Condominium Inspections:

DASH Home Property Inspection Services will only inspect the readily accessible areas of a condominium and NOT the shared or inaccessible areas such as, but not limited to; Roof, Exterior, Foundation, Shared Garage or non-accessible components i.e. Hot Water Tank and in some cases Heating/Air Conditioning.

Codes:

Existing buildings are not required to comply with today's codes in retrospect, thus this report makes no claims as to compliance (or otherwise) with any building, construction related codes (including, but not limited to, fire codes) of any discipline or Insurance Company requirements, currently in force.

Inspection Reports:

The detailed inspection report of the property being inspected will be emailed to the client as agreed to, to the following email address, see below, within 12-24 hrs after the inspection. The Clients agrees to indemnify and save harmless DASH Home Property Inspection Services and its employees and agents for any decision made prior to receiving the detailed inspection report by email. The detailed inspection report should be read and understood in full prior to proceeding any further with your Tarion Statutory Warranty submission.

It is further understood that the inspection report is not an acceptable method of informing Tarion of any possible warrant claims. Tarion requires a specific warranty form or website registration to be delivered to them prior to the end of the specific warranty claim period. It is YOUR responsibility to submit the appropriate warranty information to Tarion.

Email address and signature: _____

Liability, Notice of Claim, Arbitration:

The inspection and inspection report are performed and prepared for the sole, confidential and exclusive use and possession of the Client (the party to whom the inspection and or inspection report is addressed). The inspection report is non-transferable. The Client agrees to indemnify and save harmless 2079986 Ontario Limited o/a as DASH Home Property Inspection Services and its employees and agents, from any damages arising out of claims against DASH Home Property Inspection Services and its employees and agents, by third parties to whom the Client has released the Inspection Report in contravention of this Agreement. Any use which any third party makes of the inspection report, in whole or in part, or any reliance thereon, or decisions made based on any information of conclusions in the inspection report, is the sole responsibility of such third party.

It is agreed and understood that any notification of defects, omissions or errors alleged to have been made by the inspector, his company or agents, must be notified in writing, by the purchaser or his agent, to the said inspector, Inspection Company or his agents within 180 days from the date of the original inspections.

Such notification must be made in writing by registered or recorded mail to the registered offices of the inspector, his company or his agent. 1117-1110 Finch Ave, West North York, On M3J 3M2.

Facsimile (fax) or email notifications are not acceptable, nor will they be accepted.

It is further agreed and understood that in the sole discretion of the inspector, his company or his agent, any matters in dispute may first be sent to mediation or binding arbitration and that no court or other litigation proceedings will be instigated prior to that mediation or arbitration.

The liability of the inspector, his company or agents, in any dispute, is limited to the fee paid for the inspection.

I have read each clause/paragraph and understand the information within pages 1-4, and agree to the terms and conditions set out within.

Client name (print/sign) - _____

Date/Phone Number - _____

HOME INSPECTOR – DAVID ASH 416-887-3053