

The inspection of the property identified above is subject to the following Terms and Conditions:

- a) The inspection by YW House Inspection Services will be performed in accordance with generally accepted Standards of Practice.
- b) A report will be provided at the conclusion of the inspection. This Report will be based on a limited visual inspection of the readily accessible aspects of the building. The Report is representative of the Inspector's opinion of the observable conditions on the day and time of inspection.
- c) This inspection does not constitute an engineering evaluation and is not provided as either an engineering or architectural service.
- d) The Inspection Report reflects the present condition of the subject property at the time of inspection.
- e) This Report does not imply or constitute a guarantee, warranty, or an insurance policy with regards to this property.

This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law. Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, Client must do so at Client's expense.

SCOPE of INSPECTION

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.

LIMITED ASSESSMENT: The home inspection will provide you with a basic overview of the condition of the property. 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.

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.

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.

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.

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or the inspection report. Client agrees to indemnify defend and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

SEVERABILITY: Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect. **DISPUTES:** Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions. Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

DISCLAIMER: By signing below, I/we acknowledge that we have reviewed, understood, and accepted the Terms and Conditions and the SCOPE OF INSPECTION described above. Inspector's liability for mistakes or omissions in this inspection report is limited to a refund of the fee paid for this inspection and report. The liability of the inspector's principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on client and client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee paid as full settlement of any and all claims, which may ever arise from this inspection.

In agreeing to proceed with the inspection of the property identified above, I/we have carefully read, understood, and accepted these terms and conditions:

Name:

Signature:

Date: