

**INSPECTION SERVICE AGREEMENT WITH RESPECT TO A CHIEFLY MAINLY
RESIDENTIAL IMMOVABLE**

1. PARTIES

Represented by
(hereinafter to as **THE INSPECTOR**)

(hereinafter to as **THE CLIENT**)

Telephone : _____

2. PURPOSE OF AGREEMENT

THE CLIENT retains the services of **THE INSPECTOR** to perform a PRE-PURCHASE inspection of **THE IMMOVABLE** concerned and covered by this INSPECTION SERVICE AGREEMENT.

3. CHOICE IN TYPE OF INSPECTION

A) EXHAUSTIVE INSPECTION:

Detailed technical inspection including minor problems

Fees : _____

The client accepts the exhaustive inspection:

Client initials

The client refuses the exhaustive inspection :

Client initials

B) NON EXHAUSTIVE INSPECTION: (In respect with B2.4 clause)

Visual inspection not technically exhaustive and excluding minor problems.

Base fees: _____ Plus additional fees for any detached building.

The client accepts the non-exhaustive inspection:

Client initials

The client refuses the non-exhaustive inspection :

Client initials

In the affirmative, the annex A must also be signed.

4. ADDRESS OF THE IMMOVABLE TO BE INSPECTED

Street : _____

City : _____

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5. PERFORMNACE OF SERVICES

5.1 DATE AND TIME OF THE INSPECTION

THE IMMOVABLE shall be inspected on : _____ at _____ a.m/p.m

The written Inspection Report shall be available within ____ business day(s) following the day of the inspection of THE IMMOVABLE.

THE CLIENT hereby pledges to THE INSPECTOR that no decision will be taken concerning THE IMMOVABLE until he has obtained the written Inspection Report, carefully read such Report, and if required discuss same with THE INSPECTOR, in order to ensure that he fully understands the Report. *(Please note that the Inspection Report has precedence over all verbal discussions held at the time of the inspection).*

Client initials

5.2 CONTENT OF INSPECTION

The inspection includes one (1) visit of THE IMMOVABLE and the preparation of one (1) Inspection Report.

5.3 SCOPE AND LIMITATIONS OF THE VISUAL INSPECTION

- 1) The goals of an exhaustive and/or a non exhaustive inspection consists of a comprehensive inspection of the readily accessible systems and components of THE IMMOVABLE without having to dismantle them to be visualized and without moving objects and furniture to be reached.
- 2) This inspection cannot be used to discover a hidden and/or a latent defect. However, in the same manner the duty of due care imposed on a purchaser by Article 1726 of the Civil Code of Quebec, the same is imposed upon THE INSPECTOR during the inspection of THE IMMOVABLE concerned.

The Standards of Practice for visual inspections of an IMMOVABLE determines the obligations and limits of THE INSPECTOR.

6. STANDARD OF PRACTICE UTILIZED BY THE INSPECTOR

1. The following Standards of Practice were used :

NHICC OACIQ or OTPQ OR others _____, which forms integral part of the present agreement.

2. THE CLIENT hereby acknowledges that he read and fully understood this document. THE CLIENT has read and fully understood ANNEX "A" and has signed this annex.

Client initials

7. INSPECTOR'S OBLIGATIONS

- 1) THE INSPECTOR declares having no financial interest in THE CONCERNED IMMOVABLE.
- 2) THE INSPECTOR respects and complies with the laws in force in Quebec.
- 3) This Agreement respects the laws of Quebec. Should a clause contereine a law in effect, only that provision shall be excluded.
- 4) THE INSPECTOR shall function in a prudent and diligent manner in accordance with the rules of the art of this profession.

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8. THE CLIENT/CUSTOMER OBLIGATION :

1. **THE CLIENT** commits to provide all documentation and other information that was provided to them during the offer to purchase and other discussions concerning **THE IMMOVABLE**.
2. The Vendor’s Declaration on **THE IMMOVABLE** must be provided to **THE INSPECTOR** at the time of the inspection.
3. **THE CLIENT** agrees to sign the document entitled “INSPECTION COMPLETION CERTIFICATE FOR A CHIEFLY/MAINLY RESIDENTIAL IMMOVABLE” following the completion of the inspection.
4. **THE CLIENT** shall pay all fees due for the inspection on-site and at the end of the inspection and acknowledges that this covers one site visit only.
5. The Inspection Report is for the exclusive use of **THE CLIENT**, and cannot be used by any third party.
6. **THE CLIENT** undertakes to promptly notify **THE INSPECTOR** of the discovery of any defect, problem, major or otherwise affecting **THE IMMOVABLE**.

Failure by **THE CLIENT** to immediately notify **THE INSPECTOR** of the discovery of defects and/or problems , the inspector will not be held responsible since the inspector must advise the insurance company without any delay.

9. MEDIATION CLAUSE

Should the parties fail to agree to the responsibility of the defect or problem, the parties agree to initiate a mediation mechanism prior to instituting any other recourse.

10. ADDITIONS OR MODIFICATION TO THIS CONTRACT

11.INSPECTION FEES

Payment received on :	Fees : \$
By :	G.S.T. : \$ Q.S.T. : \$
	Total : _____ \$

In the event that additional services are required, **THE CLIENT** agrees to remit to **THE INSPECTOR** additional fees at an hourly rate of _____ \$, plus all applicable taxes. A minimum of two (4) hours will be charged plus costs for travel if applicable (time and km).

12. SIGNATURES

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT : _____ This _____
Day Month Year

THE INSPECTOR

THE CLIENT

THE INSPECTOR

CLIENT 1

CLIENT 2 (if applicable)

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