

PRE-INSPECTION AGREEMENT

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

THIS PRE INSPECTION AGREEMENT (The "Contract") made this _____ day of _____
201_ between:

Client Name: _____ E-mail: _____

Home Phone: _____ Office / Cell Phone: _____

Mailing Address: _____

AND

EBI BUILDING INSPECTIONS LTD. ("the Inspector")

in relation to property located

at: _____

(the "Subject Property")

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 British Columbia Institute of Property Inspectors ("BCIPI") Standards of Inspection approved by the Applied Science Technologists and Technicians of British Columbia (the 'Inspection'). BCIPI is an institute established under the provisions of the Applied Science Technologists and Technicians (ASTT) Act, to represent the professionally Certified House and Property Inspectors in British Columbia.

I have read and understand the BCIPI Standards of Practice which have been provided to me. (Initial) _____

1.2 The Inspection shall be limited to a 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').

2. Limitation of Liability

This section contains the limitations upon any liability that may be imposed in law 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 subject to the further limitations of liability set out below.

(Initial) _____

- 2.2 The liability of the Inspector, whether in contract, tort (including negligence) or other cause of action known to law shall be limited to the lesser amount of \$50,000 or the amount of our professional liability insurance in effect as at the date of the Claim being made known to us and only to the extent that such insurance is available to satisfy the Claim. *If this limit of liability is insufficient for your purposes, the Inspector would be pleased to discuss with you a different limit which, if greater than \$50,000, may result in our charging a higher fee.*
- 2.3 If the Inspector is incorporated, you expressly agree that you will not bring any proceedings in any arbitration or court of any jurisdiction advancing any Claim against our professional staff and employees.
- 2.4 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.
- 2.5 The Inspector's liability for all Claims you may have or bring in connection with the professional services rendered or arising out of or ancillary to this Agreement shall absolutely cease to exist after a period of two (2) years from the date of:
- a) Performance of the Inspection;
 - b) Delivery to you of our Inspector's Report;
 - c) Suspension or abandonment of this Agreement; or
 - d) Termination of the Inspector's services pursuant to this Agreement,

whichever shall occur first, regardless of whether you were aware of the potential for making a Claim against the Inspector within that period. Following the expiration of the aforesaid period, you agree that you shall make no Claim against the Inspector, the Inspector shall have no liability to you, and you shall not bring any proceedings of any kind known to law against the Inspector.

- 2.6 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.

3. No Warranty

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

4. Dispute Resolution

- 4.1 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.
- 4.2 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.
- 4.3 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.

(Initial) _____

5. Other Provisions

- 5.1 Payment in full is due upon the completion of the Inspection and prior to delivery of the Report.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 This Agreement shall be construed in accordance with, and governed by, the laws of British Columbia.
- 5.6 Where required, the singular shall be read in the plural, and the gender the masculine or feminine.
- 5.7 Time shall be of the essence of this Agreement, save as otherwise specified in this Agreement.

The fee payable at the time of the visual inspection of the Subject Property shall be as follows:

Base Fee:	\$ _____
HST	\$ _____
TOTAL	\$ _____

Credit Card Payment: Visa or Mastercard #: _____
 Expiry Date: _____ Security Code: _____

Signature: _____

THE CLIENT AND THE INSPECTOR ACKNOWLEDGE AND AGREE AS FOLLOWS:

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

The Client hereby requests that the Inspector perform an inspection of the Subject Property and prepare a written report thereof subject to the limitations and conditions stated above, each of which are acknowledged, understood and accepted by the Client.

 Signature of Client or Representative Date: _____

 Signature of Inspector Date: _____

Company: **EBI BUILDING INSPECTIONS LTD.**