



## Home Inspector

Bryson Home Inspection Service Ltd.

Jim Bryson

11637 Hwy 16

Boylston, NS B0H 1G0

Email: [brysonhomeinspection@gmail.com](mailto:brysonhomeinspection@gmail.com)

Phone: 902-318-0065

Web: [brysonhomeinspection.com](http://brysonhomeinspection.com)

### COMPREHENSIVE INSPECTION AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between **BRYSON HOME INSPECTION SERVICE LTD.**, a Nova Scotia corporation, hereinafter referred to as the Inspector, and \_\_\_\_, hereinafter referred to as the Customer,

**WHEREAS**, the Customer has requested that the Inspector perform an Inspection of the property, particularly described below, and the Inspector has agreed to conduct such Inspection,

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties and other good and valuable consideration,

The terms below govern this Agreement.

The Inspector shall inspect the following described property:

---

1. The Customer agrees to pay the Inspector the minimum sum of \$500.00, plus applicable sales tax and expenses, for performing its services and the same shall be payable upon the signing of this Agreement.
2. All documents that require signature and payment in full must be received no later than 48 hours prior to date and time of Inspection. Otherwise, we cannot guarantee date and time of Inspection.
3. The Inspection shall include Inspection of the various components of the above-described property on the Inspection sheet, which is attached hereto, which is made a part hereof.
4. The Inspector shall complete the Inspection requested by the Customer within seven (7) days of the date of this Agreement and the results of the Inspection shall then immediately be delivered to the Customer. If the Inspector is not given access to the property to be inspected within said period of time, it has the right to cancel this Agreement and be relieved of any further responsibility to perform the Inspection referred to herein.
5. It is agreed that the Inspection is for the purpose of alerting the Customer to major non-concealed deficiencies in the condition of the property. The Inspector and report are prepared for the sole confidential and exclusive use and possession of the Customer.
6. It is understood and agreed that this report pertains only to readily accessible areas of the building and is limited to visual observations of apparent conditions existing only at the time of the Inspection. Latent and concealed defects and deficiencies are excluded. There will be no dismantling of any equipment, mechanical items, mechanical systems, or appliances, which are located at the property, which is the subject of this Inspection. Maintenance and other repairs of the building are not a part of this Inspection. The report is not a compliance Inspection or a certification of past or present governmental codes or regulations of any kind.
7. It is hereby understood and agreed that the Inspector and its employees and agents assume no responsibility or liability for the cost of repairing or replacing any defects or deficiencies for mold, asbestos, Radon mitigation,

either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature.

8. The Inspection provided by the Inspector shall be guaranteed for a period of ninety (90) days from the date of the report, except for any subsequent change in the condition of any component of the subject property, which may result from fire, lightning, windstorm, or other Act of God.
9. This report will not warrant nor is it applicable to any portion of the property not available for Inspection by the Inspector, including but not limited to unexposed heating, ventilation, air conditioning, electrical, plumbing, or other components located within any internal wall or ceiling, nor is the warranty applicable to any hidden structural defects.
10. If it is determined that the Inspection did not correctly determine a defect, then the Inspector has the option of either correcting the defect at its own expense or, in the alternative, to refund to the Customer the cost of the Inspection. This shall be the extent and limit for any failure to properly disclose a defect or problem in its Inspection report to the Customer.
11. The Customer shall always indemnify and hold the Inspector harmless from and against all liability, loss, damages, costs, and expenses, including attorney's fees, which Inspector may otherwise incur as a result of providing the requested services to Customer.
12. The Customer acknowledges that by his/her signature hereon all covenants and Agreements herein contained shall extend to and be obligatory upon any joint Customers, and their heirs, executors, administrators, and assigns.
13. The Customer acknowledges that if they do not purchase the property that the Inspection Report will revert to Bryson Home Inspection Service Ltd. intellectual property.

#### **LIMITS OF THE INSPECTION**

The Inspection is limited to the readily accessible and visible systems, equipment, and components of the home. The Inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this Inspection or otherwise to expose concealed or inaccessible conditions. The Inspection will not include destructive testing of any kind.

#### **GENERAL EXCLUSIONS**

The following conditions are **NOT** within the scope of the Inspection:

1. Water or air quality.
2. Presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment. (NOTE: if organic material is observed it will be documented.)
3. Items that are obstructed, inaccessible or not in plain view.
4. Mold or mold type.
5. Animal or insect infestations.

Examples of the conditions excluded above include the presence or absence of environmental hazards, asbestos, lead paint, lead pipes, lead solder, urea formaldehyde insulation, toxic wastes, polluted water, mould, or termite/pest infestation. It is the responsibility of the Customer to conduct further Inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation.

You acknowledge and agree that this Inspection and the Inspection Report and findings are limited in nature and scope, and that the following are outside the scope of the Inspection, therefore they cannot be accurately assessed by the Inspector during a limited Inspection: appliances, ancillary electrical systems (including: TV, cable systems and antennas, intercom systems, lightning protection systems, playground equipment, swimming pools, hot tubs/spas, free standing heating stoves, humidifiers, air purifiers, solar systems, water softeners and filters, wells, septic systems, latent defects, adequacy of system designs, zoning or building code compliance, heating cables, fire escapes, elevator components and shafts, air-quality analysis, concealed wiring, door opening and doorbell systems, fire alarm systems, security systems, telephone systems). Basic operational testing of built-in kitchen appliances is performed (dishwasher/oven/range/microwave/garbage disposal). No determination beyond basic operation is made regarding the performance or service life of appliances.

**THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY** that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the Inspection. No representation is made as to how long any equipment will continue to function.

**TERMS AND CONDITIONS**

- The Customer recognizes that this report is solely for the benefit of the Customer and that any person or party designated by the Customer to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation shall be provided in writing to the Inspector.
- The Customer agrees that any claim arising in connection with this Agreement shall be made in writing to the Company at the address above by certified mail, return receipt requested within 10 days after discovering any problem.
- The Customer agrees to allow the Inspection Company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the Inspection Company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims the Customer may have against the Company.
- The Customer agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the Inspection fee only. Furthermore, the Customer agrees to pay all attorney fees should the Customer pursue a civil action against the Company and fail to prevail.
- The Customer agrees that this Agreement represents the entire Agreement between the parties. No oral Agreements, understandings or representations shall change, modify, or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.
- We will conduct a short-term average Radon measurement in the basement where an electrical outlet is available. This is included as part of the Home Inspection.

**LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT**

It is understood and agreed that the Inspection Company is not an insurer and that the Inspection and Report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item, or system at the property address. The Customer hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from or related to the Inspection or Inspection Report shall be submitted to final and binding arbitration under the rules of the Province. The decision of the Arbitrator appointed thereunder shall be the final and binding judgement on the Award that may be entered in any Court of competent jurisdiction.

**ACKNOWLEDGEMENT:**

The undersigned acknowledges that they have read this Agreement, fully understand the Agreement, agrees to be bound by the Agreement, including the terms, conditions and limitations described above, and have received a copy of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Please print clearly \_\_\_\_\_

**Jim Bryson, President** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Bryson Home Inspection Service Ltd.**