



Report No: \_\_\_\_\_

# FIRSTCLASS BUILDING INSPECTIONS (FBI) LTD. INSPECTION CONTRACT

*This contract affects your legal rights.  
Please read carefully before signing.*

**BETWEEN** (Client Name/s): \_\_\_\_\_

**OF** (Street Address): \_\_\_\_\_

(City/Province): \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_ (the "Client")

**AND:** Firstclass Building Inspections (FBI Ltd.)  
12197-100 Ave, Surrey BC V3V 2W7

T: 604-258-8852

**Email:** fbiltd@shaw.ca

**website:** www.firstclassinspections.ca

(The "Inspector")

including its employees and individual inspectors, whether an employee or independent contractor and/or that independent contractor's

company, in relation to the property to be inspected on the date of : \_\_\_\_\_ 201\_\_\_\_ and located at:

(Address) \_\_\_\_\_ (City) \_\_\_\_\_, BC

to be inspected by: Steven Beliveau, License #47282, subject to change if necessary. (the "Subject Property")

## ARTICLE 1 – INSPECTION

**1.1** The Client understands that the word "Inspector" as used in this Inspection Contract means and includes **Firstclass Building Inspections (FBI) Ltd**, including its employees and individual inspectors, where an employee or independent contractor and/or that independent contractor's company, and acknowledges and agrees that this Inspection Contract will apply to the Client and the Inspector as defined.

The Client hereby requests that the Inspector perform an inspection (the "Inspection") of the Subject Property and prepare a written report (the "Inspection Report"), to be provided to the Clients no later than \_\_\_\_\_ 201\_\_\_\_. **The Inspection and the Inspection Report are subject to the following limitations and conditions, each of which are acknowledged, understood and accepted by the Client:**

- a) The Inspection and the Inspection report shall be performed and prepared in accordance with the **Home Inspectors Association BC Scope of Inspection**, a copy of which is available upon request or at www.hiabc.ca;
- b) The Inspection is **non-invasive** and the Inspection Report constitutes an opinion of the condition of the Subject Property based on a **visual** examination of the **readily accessible** features and components of the Subject Property;
- c) The Inspection and the Inspection Report **do not** constitute a guarantee, warranty or insurance policy;
- d) The Client is encouraged, at their own risk, to **participate in the Inspection** and understands the importance of doing so;
- e) The condition of certain systems, components and equipment will be **randomly sampled** by the Inspector. Examples include, but may not be restricted to window/door function, electrical receptacles, switches and lights, cabinets, paint and caulking integrity, roof covering materials , and examination of interior and exterior surfaces for signs of moisture ingress;
- f) The Inspection does not include an inspection for mold or asbestos on the Subject Property;
- g) **Weather conditions** may limit the extent of the Inspection; the Client understands that the scope and accuracy of the Inspection Report can be affected by weather conditions existing at the time of the Inspection;
- h) The Inspection Report is for the **confidential use of the Client only** and will not be disclosed to third parties such as real estate agents, seller or lenders (i) without the express written consent of the Client (ii) except as required by law, or (iii) except as deemed necessary if, in the opinion of the inspector, there is a serious health or safety issue. The Client authorizes the Inspector to disclose the Inspection Report to third parties **No** \_\_\_\_\_ or **Yes** \_\_\_\_\_ to the following third parties only: \_\_\_\_\_
- i) The Client shall protect and indemnify the Inspector from any claim against the Inspector by any third party arising from disclosure of the Inspection Report.

## ARTICLE 2 – RESTRICTION ON LEGAL RIGHTS

- 2.1 In the event that the Client claims damages against **Firstclass Building Inspections (FBI) Ltd.** and does not prove those damages, the Client **shall pay all legal fees, legal expenses and costs incurred by Firstclass Building Inspections (FBI) Ltd. In defense of the claim** as determined by the courts;
- 2.2 **Firstclass Building Inspections (FBI) Ltd.** shall not be liable to the client for the cost of any repairs or replacement of any system, component, or equipment undertaken by the Client **without prior consultation with Firstclass Building Inspections (FBI) Ltd.**

**CLIENT INITIALS:** \_\_\_\_\_

**ARTICLE 3 - FEE**

The fee payable by the Client to the Inspector at the time of the Inspection of the Subject Property shall be as follows:

3.1 Base Fee:	\$ _____				
Additional Fee as per Article 4.1	\$ _____				
GST (88356 0922 RT):	\$ _____				
Travel/Other:	\$ _____	RECEIPT:	<input type="checkbox"/> Paid	<input type="checkbox"/> Cheque# _____	<input type="checkbox"/> Cash
Total Fee:	\$ _____	Client:	<input type="checkbox"/> Present	<input type="checkbox"/> Not Present	<input type="checkbox"/> Did not Fully Attend

**ARTICLE 4 - INCLUSIONS AND EXCLUSIONS  
THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:**

4.1 The Inspection and the Inspection Report **will include**, in addition to the garage and/or carport, the following outbuildings and or other structures not attached to the dwelling on the Property:

\_\_\_\_\_

\_\_\_\_\_

4.2 The Inspection and the Inspection Report are performed and prepared in accordance with the approved Home Inspectors Association BC 2016 Scope of Inspections, a copy of which is available upon request or at [www.hiabc.ca](http://www.hiabc.ca), however, the client acknowledges and agrees that the **following items are specifically excluded from the inspection:**

- a) **Exterior/Underground Items:** e.g. soil conditions, erosion control, and earth stabilization measures; structural stability or engineering tests; swimming pools and equipment; spas, saunas/steam baths; septic systems; sprinkler systems; unexposed footings and foundations; perimeter drains; landscaping; outdoor recreational facilities (playground and patio equipment); outbuildings; fences; doorbells; all accessory roofs; geological, geotechnical or hydrological conditions; any underground items whether abandoned or active including, but not limited to storage tanks and/or indications of their presence; sheds; underground supply and waste plumbing pipes.
- b) **Interiors:** e.g. Solar systems; heat exchangers; free-standing appliances; water softeners or conditioners; interior spas/hot tubs/steam rooms; concealed electrical and plumbing installations; tub/sink overflows: gas space heaters; electronic air cleaners; humidifiers; alarm and intercom systems; central vacuum; accessories; air quality; the operation of shut-off valves; decorative items; the condition of the walls or floors under finishings, furniture, carpets, and objects.
- c) **Other:** Common elements/areas in multi-unit housing; the presence of any potential hazards including, but not limited to, asbestos, mould, PCB, organisms, carcinogens, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, noise, electromagnetic radiation, allergens, plants or animals, and contaminants in soil, water and air; repair costs; latent defects; advice on purchasing; building value appraisal; moving items, contents, suspended ceiling tiles, debris, soil, snow, ice or other equipment or dismantle any system or component that obstructs access or visibility for the inspection; compliance with regulatory requirements (codes, regulations, laws, ordinances); predicting the probability of failure or remaining service life of any system or component; the condition of systems or components that are inaccessible, obstructed, or hidden; moving items which may be dangerous to the Inspector or may damage the property; any system which is shut down or does not turn on with the use of typical fixed operational controls; the presence or effects of any illicit drug/grow operations; fire protection systems; ancillary wiring; remotes; low voltage systems; cooling/heating supply adequacy; whether items, materials, conditions, or components are subject to recall, controversy, litigation, or product liability; identify every problem that exists or could ever exist and report a technically exhaustive inspection.

**ARTICLE 5 – ACKNOWLEDGEMENT**

5.1 By signing this Inspection contract the Client hereby acknowledges and agrees that:

- a) The Client understands and agrees to be bound by each and every provision of this legal Inspection Contract;
- b) The Client has the authority to bind any other family members or interested parties to this Inspection Contract;
- c) The Inspector has not made and representations or warranties, where written or oral, about the terms of this Inspection Contract other than those contained in this Inspection Contract; and
- d) The Client has had such legal advice as the Client desires in relation to the effect of this Inspection Contract on the Client’s legal rights.

Date: \_\_\_\_\_

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
CLIENT SIGNATURE

INSPECTOR:

\_\_\_\_\_  
**Steven Beliveau, License # 47282**  
Signed on own behalf and on behalf of **FIRSTCLASS BUILDING INSPECTION (FBI) Ltd.**

Signed on: \_\_\_\_\_, 201\_\_\_\_\_