

Mayne Home Inspection Ltd.
Inspection Agreement
(Please read carefully)

The address of the property is _____

Fee for the Home Inspection is \$ _____

+ HST of \$ _____

Totaling \$ _____ payable at time of inspection
(please make cheque payable to Mayne Home Inspection Ltd.)

This agreement is made this _____ day of _____ , _____

by and between MAYNE HOME INSPECTION LTD. (hereafter called the “Inspector”) and

Client Name: _____ , (hereafter called the “Client”).

Client Address: _____

Client Tel _____ Cell _____ Fax _____

Client Email _____

Inspector Name _____

The Inspector agrees to perform a **visual, non-invasive inspection** of the subject house and to provide the Client with a documented inspection report identifying the visually observable major deficiencies. Structures detached from the house are not inspected unless otherwise expressly agreed.

The inspection and report will be performed in accordance with the current Standards of Practice (the “Standards”) of the Ontario Association of Home Inspectors (OAH) which are attached to this agreement. The Client agrees and understands that these OAH Standards are part of and are included in the terms and conditions of the inspection.

The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client. The report is non-transferable and use or reliance upon the report by anyone other than the client is unauthorized. The Client agrees to indemnify and hold harmless the Inspector from any damages, losses or claims arising out of claims against the Inspector by third parties to whom the client has released the report in contravention of this agreement.

The inspection will be performed only in readily accessible areas of the house and is limited to visual observations of apparent conditions existing at the time of the inspection only. Furthermore, conditions which change after the time of the inspection are not included in the report. **In addition, deficiencies and defects which are latent or concealed are excluded from the inspection.** The inspection is not intended to be technically exhaustive. Equipment, items and systems will not be dismantled. The inspection and report are not a conformity or compliance inspection for governmental codes or regulations of any kind. The Inspector is not required to move personal property, debris, furniture, equipment, carpeting, or like materials which may impede access or limit visibility. Recent and existing weather conditions may also limit or restrict the results of the inspection. The inspector may indicate an item’s or system’s life expectancy but such estimates are general in nature, should not be relied upon, and the actual life and performance may vary widely. The Inspector urges the Client to contact the owner of the inspected property to learn the age of such items and any recent problems or known defects in the property.

The inspection and report do not address and are not intended to address the possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination and other indoor and outdoor pollutants, toxic or flammable chemicals, water or airborne related illness or disease, molds, and all other similar or potentially harmful substances. The Client is urged to contact a competent specialist if information or identification or testing of the above is desired. In addition, the presence or absence of rodents, termites and other insects are also not covered by this inspection.

The Inspector does not look for and is not responsible for fuel oil, septic or gasoline tanks that may be buried on the property. If fuel oil or other storage tanks remain on the property, you may be responsible for their removal and the safe disposal of any contaminated soil. If you suspect there is a buried tank, we strongly recommend that you retain a qualified Environmental Consultant to determine whether this is a potential problem.

The parties agree that the Inspector, and its employees and agents assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. The inspection and report are not intended to be used as a guarantee or warranty, expressed or implied, or as an insurance policy regarding the adequacy, performance or condition of any inspected structure, item or system. The inspection and report are also not a certification of any kind. The parties further agree that the maximum liability of the company and its employees and agents for errors or omissions during the inspection or contained in the report shall be limited to a sum equal to the company's fee for the inspection service.

The Inspector shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the Client. The Client acknowledges that the inspection cannot completely assess risk, detect all flaws or predict all occurrences and further acknowledges and agrees that, in the event that the Client purchases the inspected property, the Client assumes all risks associated with the purchase.

If any paragraph, clause, sentence or other part of this agreement is for any reason held to be invalid or unenforceable in any respect, such a decision shall not affect the remainder of this agreement, which shall continue in full force and effect.

This agreement represents the entire agreement between the parties and supersedes all previous communications. There are no oral representations or warranties of any kind. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties.

This Contract shall be construed and interpreted in accordance with the laws of the Province in which the subject property is situated.

This Contract shall be deemed given, received and in force when transmitted electronically to 905-666-0293

Client agrees to release report to _____

THE ABOVE IS UNDERSTOOD AND AGREED TO:

Client _____

Inspector _____

representing MAYNE HOME INSPECTION LTD.
35 Hemingford Place
Whitby, ON L1R 1G2
phone 905-431-7082
email woodymayne@rogers.com

Payment Received in Full _____



ONTARIO ASSOCIATION OF HOME INSPECTORS (OAH)

Established by the Ontario Association of Home Inspectors Act, 1994

STANDARDS OF PRACTICE

1. INTRODUCTION

1.1 The Ontario Association of Home Inspectors (OAH) is a not-for-profit association established in 1987. In 1994, it became a self-regulating professional body when the OAH Act received royal assent (passage of Bill Pr158). Membership in OAH is voluntary and its members include private, fee-paid home inspectors. OAH's objectives include promotion of excellence within the profession and continual improvement of its member's inspection services to the public. (The OAH acknowledges The American Society of Home Inspectors®, Inc. (ASHI®) for the use of their Standards of Practice (version January 1, 2000).

2. PURPOSE AND SCOPE

2.1 The purpose of these Standards of Practice is to establish a minimum and uniform standard for private, fee-paid home *inspectors* who are members of the Ontario Association of Home Inspectors. Home *Inspections* performed to these Standards of Practice are intended to provide the client with information regarding the condition of the *systems* and *components* of the home as inspected at the time of the Home *Inspection*.

2.2 The Inspector shall:

A. inspect:

1. readily accessible systems and components of homes listed in these Standards of Practice.
2. installed systems and components of homes listed in these Standards of Practice.

B. report:

1. on those systems and components inspected which, in the professional opinion of the inspector, are significantly deficient or are near the end of their service lives.
2. a reason why, if not self-evident, the system or component is significantly deficient or near the end of its service life.
3. the inspector's recommendations to correct or monitor the reported deficiency.
4. on any systems and components designated for inspection in these Standards of Practice which were present at the time of the Home Inspection but were not inspected and a reason they were not inspected.

2.3 These Standards of Practice are not intended to limit *inspectors* from:

- A. including other inspection services, systems or components in addition to those required by these Standards of Practice.
- B. specifying repairs provided the *inspector* is appropriately qualified and willing to do so.
- C. excluding *systems* and *components* from the inspection if requested by the client.

3. STRUCTURAL SYSTEM

3.1 The inspector shall:

A. inspect:

1. the structural components including foundation and framing.
2. by probing a representative number of structural components where deterioration is suspected or where clear indications of possible deterioration exist. Probing is NOT required when probing would damage any finished surface or where no deterioration is visible.

B. describe:

1. the foundation and report the methods used to inspect the under-floor crawl space.
2. the floor structure.
3. the wall structure.
4. the ceiling structure.
5. the roof structure and report the methods used to inspect the attic.

3.2 The inspector is NOT required to:

- A. provide any engineering service or architectural service.
- B. offer an opinion as to the adequacy of any structural system or component.

4. EXTERIOR

4.1 The inspector shall:

A. inspect:

1. the exterior wall covering, flashing and trim.
2. all exterior doors.
3. attached decks, balconies, stoops, steps, porches, and their associated railings.
4. the eaves, soffits, and fascias where accessible from the ground level.
5. the vegetation, grading, surface drainage, and retaining walls on the property when any of these are likely to adversely affect the building.
6. walkways, patios, and driveways leading to dwelling entrances.

B. describe the exterior wall covering.

4.2 The inspector is NOT required to:

A. inspect:

1. screening, shutters, awnings, and similar seasonal accessories.
2. fences.
3. geological, geotechnical or hydrological conditions.
4. recreational facilities.
5. outbuildings.
6. seawalls, break-walls, and docks.
7. erosion control and earth stabilization measures.

5. ROOF SYSTEM

5.1 The inspector shall:

A. inspect:

1. the roof covering.
2. the roof drainage systems.
3. the flashings.
4. the skylights, chimneys, and roof penetrations.

B. describe the roof covering and report the methods used to inspect the roof.

5.2 The inspector is NOT required to:

A. inspect:

1. antennae.
2. interiors of flues or chimneys which are not readily accessible.
3. other installed accessories.



6. PLUMBING SYSTEM

6.1 The inspector shall:

- A. inspect:
1. the interior water supply and distribution systems including all fixtures and faucets.
 2. the drain, waste and vent systems including all fixtures.
 3. the water heating equipment.
 4. the vent systems, flues, and chimneys.
 5. the fuel storage and fuel distribution systems.
 6. the drainage sumps, sump pumps, and related piping.
- B. describe:
1. the water supply, drain, waste, and vent piping materials.
 2. the water heating equipment including the energy source.
 3. the location of main water and main fuel shut-off valves.

6.2 The inspector is NOT required to:

- A. inspect:
1. the clothes washing machine connections.
 2. the interiors of flues or chimneys which are not readily accessible.
 3. wells, well pumps, or water storage related equipment.
 4. water conditioning systems.
 5. solar water heating systems.
 6. fire and lawn sprinkler systems.
 7. private waste disposal systems
- B. determine:
1. whether water supply and waste disposal systems are public or private.
 2. the quantity or quality of the water supply.
- C. operate safety valves or shut-off valves.

7. ELECTRICAL SYSTEM

7.1 The inspector shall:

- A. inspect:
1. the service drop.
 2. the service entrance conductors, cables, and raceways.
 3. the service equipment and main disconnects.
 4. the service grounding.
 5. the interior components of service panels and sub panels.
 6. the conductors.
 7. the overcurrent protection devices.
 8. a representative number of installed lighting fixtures, switches, and receptacles.
 9. the ground fault circuit interrupters.
- B. describe:
1. the amperage and voltage rating of the service.
 2. the location of main disconnect(s) and sub panels.
 3. the wiring methods.
- C. report:
1. on the presence of solid conductor aluminum branch circuit wiring.
 2. on the absence of smoke detectors.

7.2 The inspector is NOT required to:

- A. inspect:
1. the remote control devices unless the device is the only control device.
 2. the alarm systems and components.
 3. the low voltage wiring, systems and components.
 4. the ancillary wiring, systems and components not a part of the primary electrical power distribution system.
 5. measure amperage, voltage, or impedance.

8. HEATING SYSTEM

8.1 The inspector shall:

- A. inspect:
1. the installed heating equipment.
 2. the vent systems, flues, and chimneys.
- B. describe:
1. the energy source.
 2. the heating method by its distinguishing characteristics.

8.2 The inspector is NOT required to:

- A. inspect:
1. the interiors of flues or chimneys which are not readily accessible.
 2. the heat exchanger.
 3. the humidifier or dehumidifier.
 4. the electronic air filter.
 6. the solar space heating system.
- B. determine heat supply adequacy or distribution balance.

9. AIR CONDITIONING SYSTEMS

9.1 The inspector shall:

- A. inspect the installed central and through-wall cooling equipment.
- B. describe:
1. the energy source
 2. the cooling method by its distinguishing characteristics.

9.2 The inspector is NOT required to:

- A. inspect electronic air filters.
- B. determine cooling supply adequacy or distribution balance.

10. INTERIOR

10.1 The inspector shall:

- A. inspect:
1. the walls, ceilings, and floors.
 2. the steps, stairways, and railings.
 3. the countertops and a representative number of installed cabinets.
 4. a representative number of doors and windows.
 5. garage doors and garage door operators.

10.2 The inspector is NOT required to:

- A. inspect:
1. the paint, wallpaper, and other finish treatments.
 2. the carpeting.
 3. the window treatments.
 4. the central vacuum systems.
 5. the household appliances.
 6. recreational facilities.

11. INSULATION AND VENTILATION

11.1 The inspector shall:

- A. inspect:
1. the insulation and vapour retarders in unfinished spaces.
 2. the ventilation of attics and foundation areas.
 3. the mechanical ventilation systems.
- B. describe:
1. the insulation and vapour retarders in unfinished spaces.
 2. the absence of insulation in unfinished spaces at conditioned surfaces.

11.2 The inspector is NOT required to:

- A. disturb insulation or vapour retarders.
- B. determine indoor air quality.



12. FIREPLACES AND SOLID FUEL BURNING APPLIANCES

12.1 The inspector shall:

- A. inspect:
 - 1. the system components.
 - 2. the vent systems, flues, and chimneys.
- B. describe:
 - 1. the fireplaces and solid fuel burning appliances.
 - 2. the chimneys.

12.2 The inspector is NOT required to:

- A. inspect:
 - 1. the interiors of flues or chimneys.
 - 2. the firescreens and doors.
 - 3. the seals and gaskets.
 - 4. the automatic fuel feed devices.
 - 5. the mantles and fireplace surrounds.
 - 6. the combustion make-up air devices.
 - 7. the heat distribution assists whether gravity controlled or fan assisted.
- B. ignite or extinguish fires.
- C. determine draft characteristics.
- D. move fireplace inserts or stoves or firebox contents.

13. GENERAL LIMITATIONS AND EXCLUSIONS

13.1 General limitations:

- A. Inspections performed in accordance with these Standards of Practice
 - 1. are not technically exhaustive.
 - 2. will not identify concealed conditions or latent defects.
- B. These Standards of Practice are applicable to buildings with four or fewer dwelling units and their garages or carports.

13.2 General exclusions:

- A. The inspector is not required to perform any action or make any determination unless specifically stated in these Standards of Practice, except as may be required by lawful authority.
- B. Inspectors are NOT required to determine:
 - 1. the condition of systems or components which are not readily accessible.
 - 2. the remaining life of any system or component.
 - 3. the strength, adequacy, effectiveness, or efficiency of any system or component.
 - 4. the causes of any condition or deficiency.
 - 5. the methods, materials, or costs of corrections.
 - 6. future conditions including, but not limited to, failure of systems and components.
 - 7. the suitability of the property for any specialized use.
 - 8. compliance with regulatory requirements (codes, regulations, laws, ordinances, etc.).
 - 9. the market value of the property or its marketability.
 - 10. the advisability of the purchase of the property.
 - 11. the presence of potentially hazardous plants or animals including, but not limited to wood destroying organisms or diseases harmful to humans.
 - 12. the presence of any environmental hazards including, but not limited to toxins, carcinogens, noise, and contaminants in soil, water, and air.
 - 13. the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
 - 14. the operating costs of systems or components.
 - 15. the acoustical properties of any system or component.
- C. Inspectors are NOT required to offer:
 - 1. or perform any act or service contrary to law
 - 2. or perform engineering services.
 - 3. or perform work in any trade or any professional service other than home inspection.
 - 4. warranties or guarantees of any kind.

D. Inspectors are NOT required to operate:

- 1. any system or component which is shut down or otherwise inoperable.
- 2. any system or component which does not respond to normal operating controls.
- 3. shut-off valves.

E. Inspectors are NOT required to enter:

- 1. any area which will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components.
- 2. the under-floor crawl spaces or attics which are not readily accessible.

F. Inspectors are NOT required to inspect:

- 1. underground items including, but not limited to underground storage tanks or other underground indications of their presence, whether abandoned or active.
- 2. systems or components which are not installed.
- 3. decorative items.
- 4. systems or components located in areas that are not entered in accordance with these Standards of Practice.
- 5. detached structures other than garages and carports.
- 6. common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing.

G. Inspectors are NOT required to:

- 1. perform any procedure or operation which will, in the opinion of the inspector, likely be dangerous to the inspector or other persons or damage the property or its systems or components.
 - 2. move suspended ceiling tiles, personal property, furniture, equipment, plants, soil, snow, ice, or debris.
 - 3. dismantle any system or component, except as explicitly required by these Standards of Practice.
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GLOSSARY OF TERMS

Alarm Systems

Warning devices, installed or free-standing, including but not limited to; carbon monoxide detectors, flue gas and other spillage detectors, security equipment, ejector pumps and smoke alarms

Architectural Service

Any practice involving the art and science of building design for construction of any structure or grouping of structures and the use of space within and surrounding the structures or the design for construction, including but not specifically limited to, schematic design, design development, preparation of construction contract documents, and administration of the construction contract

Automatic Safety Controls

Devices designed and installed to protect *systems* and *components* from unsafe conditions

Component

A part of a *system*

Decorative

Ornamental; not required for the operation of the essential *systems* and *components* of a home

Describe

To *report* a *system* or *component* by its type or other observed, significant characteristics to distinguish it from other *systems* or *components*

Dismantle

To take apart or remove any component, device or piece of equipment that would not be taken apart or removed by a homeowner in the course of normal and routine home owner maintenance

Engineering Service

Any professional service or creative work requiring engineering education, training, and experience and the application of special knowledge of the mathematical, physical and engineering sciences to such professional service or creative work as consultation, investigation, evaluation, planning, design and supervision of construction for the purpose of assuring compliance with the specifications and design, in conjunction with structures, buildings, machines, equipment, works or processes

Further Evaluation

Examination and analysis by a qualified professional, tradesman or service technician beyond that provided by the *home inspection*

Home Inspection

The process by which an *inspector* visually examines the *readily accessible systems* and *components* of a home and which *describes* those *systems* and *components* in accordance with these Standards of Practice

Household Appliances

Kitchen, laundry, and similar appliances, whether *installed* or free-standing

Inspect

To examine *readily accessible systems* and *components* of a building in accordance with these Standards of Practice, using *normal operating controls* and opening *readily openable access panels*

Inspector

A person hired to examine any *system* or *component* of a building in accordance with these Standards of Practice

Installed

Attached such that removal requires tools

Normal Operating Controls

Devices such as thermostats, switches or valves intended to be operated by the homeowner

Readily Accessible

Available for visual inspection without requiring moving of personal property, *dismantling*, destructive measures, or any action which will likely involve risk to persons or property

Readily Openable Access Panel

A panel provided for homeowner inspection and maintenance that is within normal reach, can be removed by one person, and is not sealed in place

Recreational Facilities

Spas, saunas, steam baths, swimming pools, exercise, entertainment, athletic, playground or other similar equipment and associated accessories

Report

To communicate in writing

Representative Number

One *component* per room for multiple similar interior *components* such as windows and electric outlets; one *component* on each side of the building for multiple similar exterior *components*

Roof Drainage Systems

Components used to carry water off a roof and away from a building

Significantly Deficient

Unsafe or not functioning

Shut Down

A state in which a *system* or *component* cannot be operated by *normal operating controls*

Solid Fuel Burning Appliances

A hearth and fire chamber or similar prepared place in which a fire may be built and which is built in conjunction with a chimney; or a listed assembly of a fire chamber, its chimney and related factory-made parts designed for unit assembly without requiring field construction

Structural Component

A component that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads)

System

A combination of interacting or interdependent components, assembled to carry out one or more functions

Technically Exhaustive

An investigation that involves dismantling, the extensive use of advanced techniques, measurements, instruments, testing, calculations, or other means

Under-floor Crawl Space

The area within the confines of the foundation and between the ground and the underside of the floor

Unsafe

A condition in a *readily accessible, installed system* or *component* which is judged to be a significant risk of personal injury during normal, day-to-day use. The risk may be due to damage, deterioration, improper installation or a change in accepted residential construction standards

Wiring Methods

Identification of electrical conductors or wires by their general type, such as "non-metallic sheathed cable" ("Romex"), "armored cable" ("bx") or "knob and tube", etc.

* **Note:** In these Standards of Practice, redundancy in the description of the requirements, limitations and exclusions regarding the scope of the *Home Inspection* is provided for clarity not emphasis.