



# SERVICE AGREEMENT FOR A CHIEFLY RESIDENTIAL IMMOVEABLE.

## 1. PARTIES: INSPECTOR

## CLIENT (S)

Name :	Name :
Address :	Adresss :
Tél :	Tél : ( )

## 2. SCOPE:

**THE INSPECTOR**'s services are hereby retained by the purchaser (**THE CLIENT**) to perform a PRE-PURCHASE inspection of **THE IMMOVABLE** covered by this inspection Service Agreement.

## 3. INSPECTION

Non-technical visual inspection excluding minor problems, as per the Standard of Practice to be given (item 6).

Basic fees: \_\_\_\_\_ Plus additional fee for any other detached building

The client **ACCEPTS** \_\_\_/REFUSES\_\_\_ the non-technical inspection.

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

## 4. ADDRESS OF PROPERTY TO BE INSPECTED

Street:

\_\_\_\_\_

City:

\_\_\_\_\_

## 5.1 DATE AND TIME OF INSPECTION

The inspection is to be performed on: \_\_\_\_\_ at \_\_\_\_\_ h

**5.2 LEAD TIME TO PUBLISH THE REPORT:** THE INSPECTOR SHALL prepare the inspection report within 3 days of the visual inspection of **THE IMMOVABLE**

**THE CLIENT** hereby pledges to **THE INSPECTOR** that he will take no decision to purchase **THE IMMOVABLE** until he has obtained the written inspection report, carefully read such report and if required discuss the 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 at the time of the inspection)



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### 5.3 CONTENT OF THE INSPECTION

The inspection includes one (1) visit of THE IMMOVABLE AND one (1) inspection report.

### 5.4 PURPOSE AND LIMITS OF A VISUAL INSPECTION

1. The purpose of a non-exhaustive visual inspection is to inspect different components without having to displace or dismantle.
2. The inspection is not aimed at discovering, nor to allow for the discovery of latent defects affecting THE IMMOVABLE. The requirement of a prudent and diligent examination of THE IMMOVABLE that is imposed on a given buyer by article 1726 of the Civil Code of Quebec is also imposed on the inspector.

The Standard of Practice in use determines the obligations and limits of the inspector.

### 6. STANDARD OF PRACTICE USED IN INSPECTION.

1. InterNACHI-Québec's Standard of Practice, recognized by the OACIQ, shall be used and will be an integral part of this agreement. The client must receive a copy before signing this agreement.
2. **THE CLIENT** has read and understands the document. (Client's initials \_\_\_\_)

### 7. INSPECTOR'S OBLIGATIONS.

1. The inspector declares having no financial interest in the immovable concerned.
2. The inspector shall abide by applicable Québec laws.
3. This agreement respects applicable Québec laws. If a clause violates a law, that clause shall be excluded.
4. The inspector shall act in a prudent and diligent manor following the standard rules of practice

### 8. CLIENTS OBLIGATIONS

1. The client must disclose to the inspector any and all information that he is aware of or that has been disclosed to him during the offer to purchase or otherwise.
2. The Seller's Disclosure (*Déclarations du vendeur sur l'immeuble (terrain et bâtiments, circonstances et dépendances)*) authored by the OACIQ and duly filled-in, must be handed to the inspector during the inspection.



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3. The client must sign the “INSPECTION COMPLETION CERTIFICATE” after the inspection.
4. The client must pay the inspection fee on site at the end of the inspection and such fees only cover one visit to the premises.
5. The inspection report is for the exclusive use of the client and cannot be used by third parties.
6. The client has the obligation and pledges to immediately notify the inspector when discovering a fault (*vice*), defect or problem affecting the immovable.

Failure to immediately notify the inspector will release the inspector of any responsibility as the inspector must notify his insurer without delay.

### 9. MEDIATION CLAUSE

Should the Parties not agree as to the responsibility for a fault (*vice*), defect or problem, they have the obligation to use a mediation method before any other recourse.

### 10. ADDITIONS OR MODIFICATIONS TO THIS AGREEMENT:

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### 11. INSPECTOR’S FEES

Amount received : \$	Fees: \$
By :	GST : \$ _____
	T.V.Q. : \$ _____
Total : \$	

### 12. SIGNATURES

AS SUCH, THE PARTIES HAVE DULY SIGNED

City		
Name		
Surname		
Date		
Signature		