



**AUTHORIZATION AND SERVICE AGREEMENT**  
**THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

**BETWEEN:** Nick and Elvie Smith of: 725 Faulkener Road, Oliver, BC  
Ph: ..... e-mail: via agent ..... (the "Client")

**AND:** OK Valley Home Inspections Limited ..... (the "Inspector")  
including its employees and individual inspectors, in relation to the property inspected on December 02, 2016

**LOCATED AT:** 735 Quigley Road, Oliver, BC ..... (the "Subject Property")

**INSPECTED BY:** Kieth R. Sutfin, AHI of: 2545 Colleen Road, West Kelowna, BC BC License # 69110  
Ph: 250-317-3349 e-mail: krsutfin@yahoo.com all above is subject to change if necessary

**IN CONSIDERATION** of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and the Inspector hereby agree as follows:

**ARTICLE 1 - INSPECTION**

- 1.1 The Client understands that the word "Inspector" as used in this Inspection Contract means and includes OK Valley Home Inspections Ltd., and acknowledges and agrees that this Inspection Contract will apply to the Client and the Inspector as defined.
- 1.2 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 Client no later than **03 December, 2016**. The Inspection and 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](http://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 an 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 **mould 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; and
  - 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, sellers, 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**. ( ) Client's Agent only ; or ( ) \_\_\_\_\_ (Initial)

- 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 - RESTRICTIONS ON LEGAL RIGHTS**

- 2.1 In the event that the Client claims damages against the OK Valley Home Inspections Ltd. and does not prove those damages, the Client shall pay all legal fees, legal expenses and costs incurred by OK Valley Home Inspections Ltd. in defence of the claim as determined as by the courts;
- 2.2 OK Valley Home Inspections Ltd. shall not be liable to the Client for the cost of any repairs to or replacement of any system, component, or equipment undertaken by the Client **WITHOUT PRIOR CONSULTATION** with OK Valley Home Inspections Ltd.

**ARTICLE 3 - FEE**

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

Base Fee:	\$ 425.00
* Additional Services:	\$
GST:	\$ 21.25
Travel:	\$
Postage:	\$
<b>TOTAL:</b>	<b>\$ 446.25</b>

*\*described on the Addendum attached hereto*

**ARTICLE 4 - ACKNOWLEDGMENT**

- 4.1 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 Inspection Contract;
  - b) The Client has the authority to bind any other family members or other interested parties to this Inspection Contract;
  - c) The Inspector has not made any representations or warranties, whether 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: **02 December, 2017**

Inspector Signature License #69110  
on behalf of himself and OK Valley Home Inspections Ltd.

Client Signature

Home Inspectors operating in British Columbia are required to be licensed under the **Business Practices and Consumer Protection Act** and are regulated under that Act. The services of a home inspector are not provided on behalf of, or in affiliation with, the Province of British Columbia or the Business Practices and Consumer Protection Authority (commonly known and doing business as Consumer Protection BC). For more information on the regulation of home inspectors, what a home inspection should involve, how to select a home inspector and about your rights as a consumer, please contact Consumer Protection BC.