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Privacy Policy

Hamcrest Inspections Inc., and its employees, are committed to respecting the privacy of your information. We recognize that you have provided, and will, from time to time be providing us with personal information ("Information") such as your name and contact information, information relating to the property (or properties) that you are considering, etc.

How do we use the Information?

As part of our on-going relationship with you, we use, disclose and retain your Information for purposes of completing inspection transactions with you, responding to your requests for service and information, and improving our services.

Our use and disclosure of your Information for marketing purposes

We do not disclose your information to any third party for any reason, in any form. We may, from time to time, send out newsletters or other educational material, which we determine will be relevant to the safety and value of your home.

Limiting our use and disclosure of your Information

If you prefer that we do not use your Information for any or all of these purposes you may notify us of such at any time, subject to any legal or contractual restrictions, by contacting us as indicated above. If you do not notify us, we will consider you to have consented to our continued use and retention of your Information for these purposes. A notification that we may not use or retain your Information for certain of these purposes may affect our ability to provide you with service.

HOME INSPECTION AGREEMENT

**These Limitations and Conditions explain the scope of your Home Inspection.
Please read them carefully before signing this Agreement.**

The goal is to identify major defects requiring a potential expense of approximately \$1,500 or more over the short term and to provide you with a better understanding of the existing conditions of the house within the scope of the inspection. While some less important deficiencies are addressed, an all inclusive list of minor building issues is not provided. In order to remain in good condition, houses have to be maintained. A general rule of thumb is that an average figure of **one percent of the value of the house should be set aside** for annual maintenance and repairs.

There are limitations to the scope of this Inspection. It provides a general overview of the more obvious repairs that may be needed. It is not intended to be an exhaustive list. The ultimate decision of what to repair or replace is yours. One homeowner may decide that certain conditions require repair or replacement, while another will not.

1. **The Home Inspection provides you with a basic overview of the condition of the property.** Because Hamcrest Inspections Inc. (hereinafter known as the Company) has only a limited amount of time to go through the property, the Inspection is not technically exhaustive.

Some conditions noted, such as foundation cracks or other signs of settling in a house, may either be cosmetic or may indicate a potential problem that is beyond the scope of the home inspection.

If you are concerned about any conditions noted in the Home Inspection Report, we strongly recommend that you consult a qualified Licensed Contractor or Engineering Specialist. These professionals can provide a more detailed analysis of any conditions noted in the Report at an additional cost.

Each house has many identical components, such as electrical outlets and windows. A representative sample of these items is checked. The inspection may be limited where areas are not readily accessible, not available for inspection, or pose an unreasonable safety risk to the inspector. Each inspection is different in these regards, as each house is different, and therefore some deficiencies that could be detectable may go un-noted. Without dismantling the house or its systems, inferences are often drawn which cannot be confirmed by direct observation. It should be understood that the risk of purchasing can be reduced; however, we cannot eliminate it, nor assume it.

2. **A Home Inspection does not include identifying defects in any building components that are hidden behind walls, floors or ceilings.**

Some intermittent problems may not be obvious on a Home Inspection because they only happen under certain circumstances. As an example, during your inspection it may not be discovered that leaks occur only during certain weather conditions.

Exterior Insulation Finishing System (EIFS), also known as "synthetic stucco", is not inspected for moisture entrapment behind the finish and we do not inspect for proper installation. Nor do we comment on the past, present, or future performance of EIFS cladding.

A home inspection will not find conditions that may only be visible when storage or furniture is moved. We do not remove wallpaper, look behind pictures or lift flooring to look underneath. We do not relocate the personal property of the vendor.

3. **The Inspection does not include hazardous materials that may be in or behind the walls, floors or ceilings of the property.**

This includes building materials that are now suspected of posing a risk to health such as phenol-formaldehyde and urea-formaldehyde based products, fiberglass insulation and vermiculite insulation. The Inspector does not identify asbestos roofing, siding, wall, ceiling or floor finishes, insulation or fireproofing. We do not look for lead or other toxic metals in such things as pipes, paint or window coverings.

The Inspection does not deal with environmental hazards such as radon or the past or present use of insecticides,

fungicides, herbicides or pesticides. The Inspection does not include looking for, or commenting on, the past or present use of chemical termite treatments in or around the property.

4. **We are not responsible for, and we do not comment on the quality of air in a building.** The Inspector does not try to determine if there are irritants, pollutants, contaminants, or toxic materials in or around the building.

The Inspection does not include spores, fungus, mould or mildew, including that which may be present behind walls or under floors. You should note that whenever there is water damage noted in the report, there is a possibility that mould or mildew may be present, unseen behind a wall, floor or ceiling.

If anyone in your home suffers from allergies or heightened sensitivity to quality of air, we strongly recommend that you consult a qualified Indoor Air Quality Consultant who can test for toxic materials, mould and allergens at additional cost.

5. **The Home Inspection does not include looking for and we are 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 or not this is a potential problem.

6. **The inspection is not meant to address conformity or compliance to the Ontario Building Code, Ontario Electrical Safety Code, gas code, other applicable codes, regulations, or zoning of any kind.** If there are doubts about the building's conformance to applicable codes, the appropriate authorized inspector should be contacted.
7. **Statute of Limitations:** The Client agrees that no action may be brought to recover damages against the Hamcrest Inspections Inc. more than one (1) year after the delivery of the report to the client. We will have no liability to the Client for any claim or complaint if conditions have been disturbed, altered, repaired or replaced or otherwise changed before we have had a reasonable period of time to investigate.
8. **Scope of the work:** This inspection is done to a generalist level. The intent of this visual inspection is to look for "**exposed to view**" things which need major repair or further evaluation by a specialist. It is limited to the readily accessible and visible major system (electrical, plumbing, etc.), components and equipment within the bounds of the primary home and attached garage on the property. Weather limitations affecting the extent of the work are accepted without additional burden to Hamcrest Inspections Inc. Septic systems are excluded from this inspection.
9. **Agreement in writing:** If there is any conflict between any provision written or typed in this Agreement and any provision in the printed portion thereof, the written or typed provision shall supercede the printed provision to the extent of the conflict. This Agreement shall constitute the entire Agreement between Hamcrest Inspections Inc. and the Client. There is no representation, warranty, collateral agreement or condition, which affects the Agreement other than as expressed herein. The Agreement shall be read with all changes of gender or number as required by the context.
10. **Disclosure:** This report is the copyrighted work of the Company. One copy is prepared for the sole, confidential, and exclusive use and possession of the Client. Distribution, dissemination, or disclosure of this report to real estate agents, sellers, lenders, or other parties intimate to this particular transaction for any purpose without the express permission of the Company is strictly prohibited. The Client agrees to indemnify and save the Company from any damages arising out of claims against the Company by third parties to whom the Client has released the Home Inspection Report in contravention of this agreement.
11. **Severability:** If any tribunal determines that any portion of this contract is unenforceable, that tribunal shall enforce the remainder of the contract as if the unenforceable portion did not exist.

THIS CLAUSE LIMITS THE LIABILITY OF HAMCREST INSPECTIONS INC.:

PLEASE READ CAREFULLY BEFORE SIGNING.

The Inspection of this property is subject to the **Limitations and Conditions** set out in this Agreement. The report is based on a **visual examination** of the readily accessible features of the building.

The Inspection is performed in accordance with the **Standards of Practice** of the **Ontario Association of Home Inspectors**. A copy of these Standards is provided for your reference.

The Report produced by Hamcrest Inspections Inc. is an opinion of the **present condition** of the property. I understand that this work cannot accurately and completely assess risk, detect all flaws, predict all occurrences, or make all assurances. I accept that this will not eliminate my risk and I will not burden Hamcrest Inspections Inc. with such a risk. I understand that this is no warranty, guarantee, or insurance policy though some jurisdictions may imply such. I will purchase such instruments from others if I desire. I understand that the purchase decision remains 100% mine(ours).

The liability of Hamcrest Inspections Inc. (the Company) arising out of this Inspection and Report, for any cause of action whatsoever, whether in contract or in negligence, is limited to a refund of the fees that you have been charged for this inspection except as otherwise provided by law.

I warrant that I, or my agent, have made all the necessary arrangements with the selling parts for the Company to enter and inspect the property described in this agreement.

I have read, understood and accepted the terms of this Agreement **including the Limitations and Conditions on the proceeding two pages.**

Date: _____ Time: _____

Client Signature: _____

Client Signature: _____

Reviewed with Client: Date: _____ Time: _____ Hamcrest Inspections: _____ Client: _____

Note: The inspection report is for the **exclusive use of the client named above**. No use of the information by any other party is permitted without the express written consent of Hamcrest Inspections Inc.

Clarification of Home Inspection Expectations

Things cosmetic in nature and/or which are visually obvious may not generally be reported. Example: soiled carpet, etc. Unless you can accept this service on a value added basis, (adding to your understanding not eliminating or even accurately quantifying your risks) please do not commission this work. There are literally thousands of variables to consider and we are relatively certain that some things will escape our attention. If your expectations go beyond a much more experienced set of eyes than yours, or if you are looking for assurances about the future, please stop now. This inspection is built on the premise that all houses have problems but they are not always detectable. All houses require maintenance and repairs. If problems are left unattended they will grow larger and more expensive. If you cannot accept these premises you should seriously question whether home ownership is the right housing option for you.

*We **cannot** assure you with complete certainty ...*

1. That your house is free of major problems, structural or otherwise.
2. That the air or water of the house is clean or even safe.
3. That water will not seep into your basement after prolonged or heavy rains or thawing ground conditions.
4. That water or snow will not get through your roofing or siding.
5. That your house is safe and secure and cannot be readily broken into.
6. That mechanical equipment will continue to operate even for 10 minutes after our inspection.
7. That thermostats or timers will function properly, or across a range.
8. That your house conforms to current or past codes, or government regulations.
9. That heat exchangers in furnaces are intact or safe.
10. That your heating and air conditioning equipment will keep you comfortable in all rooms under all weather conditions.
11. That your foundation that is hidden behind finished walls is structurally sound.
12. That insects are not actively infesting the house.
13. That you won't experience ice damming when cold weather and snows occur.
14. That fireplaces won't smoke, especially during windy weather.
15. That rainwater won't migrate through masonry, stone, or other sidings.
16. That moisture won't form around refrigerator gaskets in humid weather.
17. That sealed refrigerant systems won't leak refrigerant, even this very day.
18. That your water heater will supply all the hot water you would like.
19. That repairs thought to be capable of being made, are economically feasible or readily available at a fair price.
20. That repair people can be readily found or will be willing to guarantee their work, or will even provide fixed estimates.

*You **can** be certain ...*

1. That you will experience problems and headaches. Expect the unexpected.
2. That you will find opinions that differ from ours.
3. That you will have to spend money on problems or repairs not noted in our inspection.
4. That if you do not act on the warnings given during the inspection you are probably accepting larger unseen risks.
5. That if you don't inspect and maintain your roof you will probably get some leakage.
6. That if you don't keep your gutters clean, downspouts extended, and maintain drainage away from your home you have a high chance of experiencing seepage into a crawl space or basement.
7. That if you don't maintain grouting and caulking all around tubs and showers and their hardware and edges you will probably experience some leakage beneath bathrooms.
8. That not removing hoses or draining hose bibs in cold weather areas may result in a freeze.
9. If you do not routinely maintain your drains you will probably experience some backing up of sink and tub drains.
10. That if you don't clean your humidifier routinely it won't work.
11. Mechanical items will sometimes operate intermittently.
12. That we cannot possibly approximate the utility usage of the house.
13. No matter what the weather, some less than perfect condition for Inspecting or reporting will exist.
14. That weather changes are to be expected and that severe or unusual weather may cause damages or problems.
15. That both major and minor problems can readily escape detection.
16. That problems will generally not be found or suspected in the absence of symptoms, clues, or telltales.
17. That symptoms, clues, or telltales can and often are effectively covered up.
18. That not acting on repair recommendations to retaining walls may quickly see more extensive repairs needed.
19. That smoke and CO alarms will not save lives if the batteries are dead.
20. That failure to maintain and service well or septic systems will almost certainly result in a failure and increased expense.

I recognize the need to educate myself and to act on the recommendations given before taking ownership of the property. I recognize that a visual inspection is typically limited to about 2/3 of the risks I may face and that it can not inform me of the remaining 1/3 and will follow-up with technical specialists. I know to visit the house after rains, snows, windstorms, etc. to check for leakage and other damage. I will execute a thorough pre-settlement inspection, checking all window and door operations, operating all appliances fully, and asking questions of the owner/occupant in writing.

Signature _____ Date _____

OAHI Standards of Practice

1. INTRODUCTION

1.1 The Ontario Association of Home Inspectors (OAHI) is a not-for-profit professional society established in 1987. Membership in OAHI is voluntary and its members include private, fee-paid home inspectors. OAHI's objectives include promotion of excellence within the profession and continual improvement of its members' inspection services to the public.

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 Inspectors 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.
 7. describe the exterior wall covering.

4.2 The inspector is NOT required to:

- A. inspect :
 1. screening, shutters, awnings, and similar seasonal accessories.
 2. geological, geotechnical or hydrological conditions.
 3. recreational facilities.
 4. fences and outbuildings.
 5. seawalls, break-walls, and docks.
 6. 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.
 5. 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.
3. operate safety valves or shut-off valves.
4. 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.
5. the solar space heating system.
6. determine heat supply adequacy or distribution balance.

9. AIR CONDITIONING SYSTEMS

9.1 The inspector shall:

A. inspect

1. 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 & VENTILATION

11.1 The inspector shall:

A. inspect:

1. the insulation and vapor retarders in unfinished spaces.
2. the ventilation of attics and foundation areas.
3. the mechanical ventilation systems.

B. describe:

1. the insulation and vapor 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 vapor 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
2. its systems or components.
3. 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.