

LIMITATIONS AND CONDITIONS OF THE HOME INSPECTION

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

The purpose of your Home Inspection is to evaluate the general condition of a property. This includes determining whether systems are still performing their intended functions. 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 your Home Inspector 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. Repair estimates if provided are guidelines only and can vary by 300% or more from actual quotes. 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.
- 2. A Home Inspection does not include identifying defects that are hidden behind walls, floors or ceilings. This includes wiring, structure, plumbing and insulation that is hidden or inaccessible.** Some intermittent problems may not be obvious on a Home Inspection because they only happen under certain circumstances. As an example, your Home Inspector may not discover leaks that occur only during certain weather conditions. Home Inspectors will not find conditions that may only be visible when storage or furniture is moved. They do not remove wallpaper, look behind pictures or lift flooring (including carpet) to look underneath.
- 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 the past use of insecticides, fungicides, herbicides or pesticides. The Home Inspector does not look for or comment on the past 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, mold 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 mold 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 Environmental Consultant who can test for toxic materials, mold and allergens at additional cost.
- 5. The Home 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.
- 6. The Home Inspector's Report is produced for the sole use by the Client** and shall not be disclosed by the client to any third party without the prior written permission of the Home Inspector. The Client hereby expressly agrees to save harmless and indemnify the Home Inspector from any and all claims, actions, costs, liens, losses, and expenses of every kind and nature howsoever arising from any and all third parties and made against the Home Inspector.
- 7. Given the nature of the services provided by the Home Inspector,** the Client expressly understands and agrees that any and all liability of the Home Inspector howsoever arising, including without limitation for failure to perform, errors, omissions, negligence or carelessness, shall be limited to the amount of any fee paid for the services under this Agreement and the Client expressly releases the Home Inspector from any and all additional liability that does or may howsoever arise. The Client hereby agrees to the foregoing which shall survive this Agreement _____ **(Client's Initials)**
- 8. The Client hereby understands and expressly agrees that the Home Inspector and any Home Inspection Report does not make or contain any guarantee, claim, warranty, representation, or compliance inspection or certification** that the property or any system or element of or on the property complies with any applicable law, regulation, or code of any kind and in addition it is the intentions of the parties that any and all exclusions and limitations of the CAHPI Standards, as amended from time to time, apply to this Agreement.

I have read, understood and accepted the above Limitations and Conditions of this Home Inspection.

Signed _____

Date _____

Standards of Practice

CANADIAN ASSOCIATION OF HOME & PROPERTY INSPECTORS

The Standards of Practice are a set of guidelines for home inspectors to follow in the performance of their inspections. They are the most widely accepted home inspection guidelines in use, and include all the home's major systems and components. The Standards of Practice and Code of Ethics are recognized by many related professionals as the definitive standard for professional performance in the industry.

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Glossary: Note: Italicized words are defined in the Glossary.

1. INTRODUCTION

1.1 The Canadian Association of Home Inspectors (CAHPI) is a not-for-profit association whose members include the following seven provincial/regional organizations: CAHPI-B.C., CAHPI-Alberta, CAHPI-Sask., CAHPI-Manitoba, OAH (Ontario), AIBQ (Quebec), and CAHPI-Atlantic. CAHPI's objectives include promotion of excellence within the profession and continual improvement of 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 one of the provincial/regional organizations of CAHPI. 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.

a. 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.
8. 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:

9. 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 over current 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*.

B. the low voltage wiring, *systems* and *components*.

C. the ancillary wiring, *systems* and *components* not a part of the primary electrical power distribution system.

B. 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*.

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.

D. 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 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 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.

GLOSSARY:

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 freestanding

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.**