



INSPECTION SERVICE AGREEMENT WITH RESPECT TO A CHIEFLY RESIDENTIAL IMMOVABLE

FILE NUMBER

1. PARTIES

BETWEEN:

Les Inspections Mercurio Inc.

1066 rue du Souvenir
Saint-Eustache (Québec) J7R 0M5

(514) 891-1992
info@inspectionsmercurio.com

Represented by: Kevin Mercurio 21611
(Hereinafter referred to as THE INSPECTOR)

AND:

(Hereinafter referred to as THE CLIENT)

Telephone:

Email:

2. PURPOSE OF THE AGREEMENT

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. WAIVER OF EXHAUSTIVE INSPECTION

THE CLIENT hereby confirms that he has been duly advised of the limits of the present inspection as well as of the advantages of an exhaustive inspection of the immovable involving the services of several professionals requiring an average of 24 to 36 hours of work. This information having been supplied, THE CLIENT hereby refuses to have performed such an exhaustive inspection of THE IMMOVABLE covered by this Agreement.

Client's initials

4. BUILDING DESCRIPTION

The inspection shall be performed on the chiefly residential building located at:

If applicable :

- The immovable is held in divided co-ownership (condominium) and the present inspection shall be subject to the terms and conditions contained in Appendix C attached hereto to form an integral part hereof.

No Yes AC – _____

- The immovable, although chiefly residential, includes premises that are operated by a business and the present inspection shall be subject to the terms and conditions contained in Appendix E attached hereto to form an integral part hereof.

No Yes AC – _____

5. PERFORMANCE OF SERVICES

5.1 Date and Time of the Inspection

THE IMMOVABLE shall be inspected on _____ date _____ à _____ time



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5.2 Preparation of the Inspection Report

THE INSPECTOR shall prepare the inspection report within 3 Days following 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 report, carefully read, and if required, discussed the same with THE INSPECTOR, in order to ensure that he fully understands the report.

Client's initials

5.3 Content of the Inspection

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

5.4 Scope and limitations of the inspection

- The inspection consists of an examination of the readily accessible systems et components of THE IMMOVABLE, as listed in the Standards of Practice of the Québec Association of Building Inspectors (QABI) attached hereto. Such an examination shall be careful but brief and is intended to provide THE CLIENT with necessary information required for a better understanding of the condition of THE IMMOVABLE, as observed at the time of the inspection.
- The inspection is not aimed at discovering, not to allow for the discovery of latent defects affecting THE IMMOVABLE but is aimed at discovering apparent defects and signs revealing problems that could substantially affect the integrity and the usefulness of THE IMMOVABLE, as well as meeting 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 Québec, printed on the reverse, all in order to protect THE CLIENT's right to allow claims for latent defects against the seller.
- The costs of eventual repairs referred to in the unit cost table annexed to the inspection report, if applicable, are to be understood as being approximate only and may vary from region to region. Moreover, such costs do not constitute any firm tender and consequently must be checked by a licensed contractor.

6. COMPLIANCE WITH QABI'S STANDARDS OF PRACTICE

The inspection shall be performed in accordance with the "Standards of Practice of the Québec Association of Building Inspectors", which form an integral part of the present Agreement.

THE CLIENT hereby declares, having received at the signing of the present Service Agreement, a copy of the "Professional Standards of Practice for the Visual Inspection of Chiefly Residential Buildings" which is annexed to the present Agreement, having been given all the opportunity to ask all the necessary questions for its complete understanding.

Client's initials

The professional services provided herein shall be performed in accordance with the State-of-the-Art by THE INSPECTOR.

THE INSPECTOR pledges to act in a prudent and diligent manner in the best interests of THE CLIENT. In this regard, THE INSPECTOR confirms also that he does not have any financial interest in THE IMMOVABLE covered in the present inspection.

In addition, THE INSPECTOR declares having an insurance policy which covers errors and omissions.

7. CUSTOMER'S OBLIGATIONS

7.1 Duty to disclose

THE CLIENT pledges to provide all documents and information that are required for the performance of THE INSPECTOR's services, namely the Promise to Purchase and its Annexes if these contain information related to the condition of THE IMMOVABLE, the owners/Seller's declaration and all warranty documents. THE CLIENT also pledges to disclose to THE INSPECTOR any known defects, whether apparent or not, and any problems that may affect the integrity and use of THE IMMOVABLE of which he is aware.

7.2 Inspection Completion Certificate

THE CLIENT pledges, upon completion of the inspection, to sign or have signed by a person that he may appoint to accompany THE INSPECTOR on the day of the inspection, a form entitled "Chiefly Residential Immovable Inspection Completion Certificate".



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7.3 Fees and additional services

In consideration of the professional services provided in the present Agreement, THE CLIENT shall pay to THE INSPECTOR the fees indicated in article 16 of the present Agreement, plus applicable taxes.

THE CLIENT shall pay the fees to THE INSPECTOR on the day the inspection is performed as per paragraph 5.1.

It is understood that additional services not provided for in the present Agreement, such as additional visits of the premises, preparation of an additional inspection report, by request of THE CLIENT, the appearance of THE INSPECTOR as a witness before a court of law, shall be subject to an additional Agreement between the parties, specially with respect to additional fees THE CLIENT will have to pay, according to the rates indicated in article 16 of the present Agreement.

8. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

THE INSPECTOR hereby disclaims any and all risks related to the real estate transaction. An inspection performed in accordance to the state-of-the-art shall not constitute any warranty or insurance policy against repairs, improvements, or work, whether they be past, present or future, performed on THE IMMOVABLE.

9. OWNERSHIP AND TRANSMISSION OF THE INSPECTION REPORT

The inspection, including the production of the written report, shall be performed solely for and on behalf of THE CLIENT in relation to a potential real estate transaction. Consequently, THE INSPECTOR will only deliver a copy of the inspection report to a third party with THE CLIENT's prior written consent or pursuant to a court order, or if requested by the "Québec Association of Building Inspectors".

However, THE INSPECTOR hereby acknowledges, that the inspection report that he provides to THE CLIENT under the present Agreement is intended to become the sole property of THE CLIENT.

10. OBSERVANCE OF THE LAW

THE INSPECTOR shall comply with all laws, regulations or order applicable to the kind of services that he provides.

11. SUPERIOR FORCE

No party shall be considered in default in the performance of the obligations herewith where such performance is delayed, prevented or hindered as a result of absolute necessity, that is, any event that is beyond the parties' control, that the parties could not foresee or prevent and that rendered the performance of the obligation herewith absolutely impossible.

12. APPLICABLES LAWS

This Agreement shall be governed by the applicable laws in the Province de Québec.

13. INTERPRETATION

Where applicable, the use of a word in masculine form shall apply also to the feminine form and vice versa and any word in singular shall apply also to the plural form and vice versa.

14. CONTINUATION OR CANCELLATION

In such case that the present Agreement contains any prohibited provision, all other provisions shall remain in full force and shall be binding to the parties unless the provision that derogates from applicable laws is essential to the proper utilization of the Agreement or the balance of the respective obligations of the parties thereof, and unless an interpretation compatible with applicable laws cannot correct this deficiency, in which case the Agreement shall be declared null and void ad initio.



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15. ADDITIONS OR MODIFICATIONS

16. SERVICE FEE

In consideration of the professional services provided, THE CLIENT shall pay to THE INSPECTOR the fees indicated below:

FEES:	_____	\$		
G.S.T.:	0,00	\$	(G.S.T. n°: 793895665 RT0001)	5,000%
Q.S.T.:	0,00	\$	(Q.S.T. n°: 1227950087 TQ0001)	9,975%
TOTAL:	0,00	\$		

Payment received on : _____ BY : _____

In the event that any additional service would be required, THE CLIENT shall pay THE INSPECTOR additional fees at an hourly rate of \$ 200,00, plus applicable taxes and for a minimum of four (4) hours of work.

17. SIGNATURES

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED

THE CUSTOMER

Customer 1 (or his authorized representative)

Date: _____

Customer 2 (if applicable)

Date: _____

THE INSPECTOR

Inspector

Date: _____



Special conditions for executing an inspection in the context of the COVID-19 pandemic.

The building inspection sector has resumed its activities in the context of the deconfinement initiated by Public Health despite the pandemic currently affecting Quebec. It is agreed between the parties that the specific conditions below must be respected during the inspection of immovable object of this agreement, to reduce the risk of the spread of the virus.

THE CUSTOMER understands that, for security reasons, during the inspection of the property and the interior of the building, the number of people present must be in accordance with the government measures in force at the time of the inspection, according to the level of alert (green, yellow, orange or red) in the municipality of the inspected building.

THE CUSTOMER undertakes to provide THE INSPECTOR, before carrying out the inspection, the contact details of the occupants of the IMMOVABLE, so that THE INSPECTOR can put in place with them, the required protective measures, of which will include:

- Verification of the potential for contagion of occupants of the IMMOVABLE;
- Securing access measures to the BUILDING; and
- Prior ventilation of the IMMOVABLE, by opening a few windows and turning on the air extractors for the stove and bathroom.

In the event that one of the occupants is a carrier of the virus, has symptoms similar to the virus, or declares having been in contact with a carrier of the virus or a person showing symptoms, the inspection should be postponed to a later date to be agreed. A minimum period of fourteen (14) days without occupation by a carrier or showing symptoms of the virus or having been in contact with a carrier or showing symptoms must have elapsed before the inspection can be rescheduled.

THE CUSTOMER undertakes to provide THE INSPECTOR, before carrying out the inspection, with a Declaration by the seller on the Immovable on a recognized form, the documents to which it refers (invoices, guarantees, reports produced on the 'building, etc.) as well as the seller's contact details, so that THE INSPECTOR may, before or after his INSPECTION, send him any question relating to the IMMOVABLE.

The building inspection is not intended to identify the presence of COVID-19 viral contamination inside the IMMOVABLE and THE INSPECTOR does not have to pronounce himself on the contamination of the premises. THE INSPECTOR will nevertheless report to his report the information which will be transmitted to him by the occupants of the IMMOVABLE in this regard.

THE CUSTOMER understands that THE INSPECTOR remains at all times sole master of the protocol for carrying out the inspection and that he may, in the event of a violation of the preventive measures established by him, put an end to the inspection.

THE INSPECTOR recommends to THE CUSTOMER that a time be set between them as soon as possible, a time following the inspection during which they can, by means of a telecommunication means which will suit both, discuss the findings made during the inspection.

Signatures:

_____ Date: _____
Customer 1

_____ Date: _____
Customer 2 (if applicable)

CIVIL CODE OF QUÉBEC

Art. 1726 C.C.Q. : *The seller is bound to warrant the buyer that the property and its accessories are, at the time of the sale, free of latent defects which render it unfit for the use for which it was intended or which so diminish its usefulness that the buyer would not have bought it or paid so high a price if he had been aware of them.*



INSPECTION COMPLETION CERTIFICATE FOR A CHIEFLY RESIDENTIAL IMMOVABLE

FILE NUMBER

1. PARTIES

Kevin Mercurio

THE INSPECTOR

CLIENT 1

CLIENT 2

2. ADDRESS OF THE IMMOVABLE

3. CUSTOMER'S CERTIFICATION

3.1 THE CLIENT hereby confirms:

Having followed THE INSPECTOR along for the entirety of the inspection.

Having held, promptly after the inspection, specifically the _____, at _____, an in-person meeting or by a technological means upon which they have agreed beforehand, specifically _____

3.2 THE INSPECTOR obtained from the seller and reviewed with THE CLIENT the document entitled « Declaration by the seller »

Yes No *State the reasons why:* _____

3.3 THE INSPECTOR visually examined the complete exterior of the building with the exception of :

3.4 THE INSPECTOR discovered _____ crack(s) during the inspection of the foundation and as reported them to THE CLIENT.

3.5 THE INSPECTOR visually examined all interior installed systems and components that are part of his inspection report, with the exception of :

3.6 THE INSPECTOR visually examined the accessible areas of the interior of the building.

• Traces of water are visible:

No Yes *Places:* _____

• Water stains are visible:

No Yes *Places:* _____

• Traces having an appearance of mould are visible:

No Yes *Places:* _____

• Odours are detected:

No Yes *Places:* _____

• The following comments are provided: _____

3.7 THE CLIENT acknowledges having received the inspection contract and the standards of practice: by Mail , by Email , during the inspection or some other mean (specify: _____), _____ days before the inspection.

3.8 Personnes ayant assisté à l'inspection en personne ou, en direct, par l'utilisation d'un moyen technologique:

Customer: _____ Broker 1: _____

Customer: _____ Broker 2: _____

Seller: _____ Other: _____

Seller: _____ None

4. SIGNATURE OF THE CUSTOMER

THE CLIENT confirms that he followed THE INSPECTOR during the inspection and examined with him the building components listed above. In witness whereof, I (we) signed:

Customer 1 (or his authorized representative)

Date: _____

Customer 2 (if applicable))

Date: _____



APPENDIX C – DIVIDED CO-OWNERSHIP

FILE NUMBER

The terms and conditions as per present Appendix C will form an integral part of the inspection contract Number

AC - _____, in regards to THE IMMOVABLE located at : _____

C.1 In addition of the terms and conditions as stated in the Agreement, the present inspection covers the following:

The unit exclusively, and, notwithstanding the definition given to the private portion of the declaration of co-ownership, will be limited for the purpose of the present inspection, horizontally, at the surface of the interior finish of the walls and, vertically, from the surface of the ceiling finish to the surface of the floor covering.

The unit exclusively, and, notwithstanding the definition given to the private portion of the declaration of co-ownership, will be limited for the purpose of the present inspection, horizontally, at the surface of the interior finish of the walls and, vertically, from the surface of the ceiling finish to the surface of the floor covering, as well as the installed systems and components listed below, which are part of the building:

- Exterior No Yes _____
- Structure, Foundations No Yes _____
- Roofing, Flashing and Chimneys No Yes _____
- Attic spaces No Yes _____
- Staircases / Hallways No Yes _____
- Garages / Underground Parking No Yes _____
- Storage Rooms / Spaces No Yes _____
- Central Heating System No Yes _____
- Central Air-Conditioning System No Yes _____
- Electrical Room No Yes _____
- Elevators No Yes _____
- Swimming Pools No Yes _____
- Automatic Sprinkler System No Yes _____
- Other Fire Protection System No Yes _____
- Central Plumbing System No Yes _____

Notwithstanding the preceding, the present inspection totally excludes: any private portion other than what is defined by the present Appendix, any common porting having restricted usage, and any common portion to which THE INSPECTOR does not have access to.

C.2 Other conditions:

I HAVE READ, REVIEWED AND FULLY UNDERSTOOD ALL THE CLAUSES HEREIN AND I SIGN:

_____ Date: _____
Customer 1

_____ Date: _____
Customer 2 (if applicable)