

INSPECTION SERVICE AGREEMENT WITH RESPECT TO A COMMERCIAL IMMOVABLE

CIA- **20119999**

1. PARTIES

Between:

MD Inspect Plus Inc.
48 Valois Bay
Pointe-Claire, Quebec
H9R 4B3

Company Name _____

Representative Name _____

Current Address _____

City _____

Postal Code _____

Represented by: Dan Janidlo
(hereinafter referred to as **THE INSPECTOR**)

E-mail _____
(hereinafter referred to as **THE CUSTOMER**)

This document is drawn in the English language at the request of the parties hereto. / La présente convention est rédigée en anglais à la demande des parties.

2. PURPOSE OF THE AGREEMENT

THE INSPECTOR's services are hereby retained by **THE CUSTOMER** to perform a:

- PRE-PURCHASE inspection of **THE IMMOVABLE** covered by this Inspection Service Agreement.
- PRE-LISTING inspection of **THE IMMOVABLE** covered by this Inspection Service Agreement.

3. WAIVER OF EXHAUSTIVE

THE CUSTOMER 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 and thousands of dollars. This information having been supplied, **THE CUSTOMER** hereby refuses to have such an exhaustive inspection of **THE IMMOVABLE** covered by this Agreement performed.

Customer's Initials

4. DESCRIPTION OF THIS IMMOVABLE

The inspection shall be performed on the Commercial immovable located at: _____

5. PERFORMANCE OF SERVICES

5.1 Date and Time of the Inspection

THE IMMOVABLE shall be inspected on _____ at _____ a.m./p.m.

5.2 Preparation of the Inspection Report

THE INSPECTOR shall prepare the inspection report within _____ day(s) of the visual inspection of **THE IMMOVABLE**. **THE CUSTOMER** 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 discussed the same with **THE INSPECTOR**, in order to ensure that he fully understands the report.

5.3 Content of the Inspection

The inspection includes one (1) visit of **THE IMMOVABLE** and the preparation of one (1) report that is emailed and/or delivered to the client.

5.4 Scope and limitations of the Inspection

- The inspection consists of a visual examination of the readily accessible systems and components of **THE IMMOVABLE**, as listed in the ASTM Standard E2018-08. Such an examination shall be careful but brief and is intended to provide **THE CUSTOMER** with the 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, nor 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 Quebec, all in order to protect **THE CUSTOMER's** right to allow claims for latent defects against the seller.
- Items excluded from this inspection include, but are not limited to fire protection equipment, fire regulation compliance, building code and municipal bylaw compliance, security systems, telecommunication systems, process and recreational equipment, appliances, pressure vessels, elevators, conveyor systems and cranes.

- The Inspection shall not constitute any guaranty in regards to the conformity of the operation of the commercial operation according to any law, regulation or norm applicable for this type of commercial operation.
- The costs of eventual repairs referred to in the 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. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

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

7. 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 CUSTOMER** in relation to a potential real estate transaction. Consequently, **THE INSPECTOR** will not deliver a copy of the inspection report to a third party without **THE CUSTOMER's** prior written consent or pursuant to a court order.

However, **THE INSPECTOR** hereby acknowledges also, that even if the inspection report that he provides to **THE CUSTOMER** under the present agreement is intended to become the sole property of **THE CUSTOMER**. **THE CUSTOMER** has the right to transmit said report to any person of his choice.

8. OBSERVANCE OF THE LAW

THE INSPECTOR shall comply with all laws, regulations or orders applicable to the kind of services that he provides. This agreement shall be governed by the applicable laws in the Province of Quebec.

9. FORCE MAJEURE

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 , 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.

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12. 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 form shall apply also to the plural form and vice versa.

13. 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 law is essential to the proper utilization of the agreement or to the balance of respective prestations to the parties thereof, and unless such interpretation compatible with applicable laws cannot correct this deficiency, in which case the agreement shall be declared null and void ab initio.

14. COMMON ASSENT FOR MEDIATION AND DENUNCIATION OF A CONFLICT RELATIVE TO THE AGREEMENT

THE CUSTOMER commits himself to give a written notice without delay to the inspector about any conflict or disagreement concerning the present agreement. Both parties agree to submit any disagreement to mediation in order to resolve the conflict amicably. For this purpose, they will choose a mediator whose fees will be paid equally between the parties. They also commit themselves to take an active part in this mediation.

If mediation fails or one of the parties refuses to take part in the process of mediation, either one or the other of the parties will be able to request that the disagreement be submitted to arbitration or to a civil court in order to obtain a decision or a judgement concerning the disagreement. The parties are committed to respect and accept the provisions as provided in the Code of Civil Procedure of Quebec.

The parties recognize that mediation cannot be requested if the disagreement is related to **THE INSPECTOR's** fees collection proceedings according to clause 16 of the present service agreement.

Customer's Initials

THE CUSTOMER hereby declares that he agrees to accept this clause.

15. ADDITIONS OR MODIFICATIONS TO THIS AGREEMENT

16. FEES

For the professional services rendered, **THE CUSTOMER** shall pay **THE INSPECTOR** the following fees upon completion of the inspection:

FEE: _____ **GST:** _____ **QST:** _____ **TOTAL:** _____
TPS/GST #: 820208429 — TVQ/QST #: 1215088096

Payment received on: _____ By: _____

In the event that any additional service would be required, **THE CUSTOMER** shall pay **THE INSPECTOR** additional fees at an hourly rate of \$75, plus applicable taxes and for a minimum of two(2) hours of work.

17. SIGNATURES

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT _____,
THIS _____ DAY OF _____, 2011.

THE INSPECTOR

THE CUSTOMER

INSPECTOR

CUSTOMER

MD INSPECT PLUS INC.

Phone: 514-318-8067
Email: Info@MDInspectPlus.com
Web: www.MDInspectPlus.com

- Other Services Provided:**
- Residential Inspection
 - Consultation

