

AGREEMENT FOR INSPECTION SERVICES
(Including Scope and Limitations of the Inspection)

FILE NUMBER

Between:

TRANSBERTA CORPORATION
Operating under the tradename HOME-ALYZE®
(the “Company”, or “we”)

-and-

(the “Client”, or “you”)

Address for Inspection: _____

(the “Property”)

THE INSPECTION

Upon execution of this Agreement we agree to provide a single visual inspection of the property (the “Inspection”) examining the readily accessible features of the Property.

The Inspection shall be non-destructive, and will not involve removal, upheaval, damage to or disassembly of any components of the Property. The inspection will be performed in accordance with the Standards of Practice and Code of Ethics which are attached to this agreement. In performing an inspection under these parameters it is important for you to understand that we cannot tell you everything about the house.

Within a reasonable time following the completion of the Inspection, we will provide you with the written Profile and Inspection Report (the “Report”), and the Inspection results will not be deemed complete until the report is prepared and delivered.

During the Inspection, the homeowners’ rights will be respected, including any restrictions they choose to impose.

If additional visits to the Property are required for any reason, additional fees may be charged. A two hour minimum will apply to any billing.

SCOPE OF THE INSPECTION

The scope of the inspection is defined by the attached Standards of Practice. While the following list is not all inclusive, it is of particular importance to note that the inspector will not:

- (a) inspect any area that poses a threat to the safety of him or herself or anyone else;
- (b) move furniture or stored items;
- (c) inspect appliances;
- (d) light pilots or fuel fired appliances and will not turn on gas, water or electrical utility systems which are shut off;
- (e) inspect or test water quality, source of water, or sewer system serving the Property;
- (f) assess environmental conditions, detect environmental hazards or the presence of hazardous substances;
- (g) evaluate pest infestations including household pets, birds, squirrels, rodents, insects and wood destroying organisms;
- (h) evaluate geological stability or soil conditions;
- (i) assess underground systems or components thereof;
- (j) evaluate security, intercom, communication, remote control or any low voltage electrical systems and equipment;
- (k) inspect sauna, pool, hot tub, underground sprinklers, water conditioners and containers, or obvious cosmetic deficiencies related to maintenance, cleaning and housekeeping.

Without dismantling the Property and its systems there are many limitations to such an inspection. Throughout the Inspection inferences may be drawn which cannot be confirmed by direct observation. Furthermore, comments made on items and issues that are beyond the scope of our standard inspection may be made as a courtesy only and are not to be considered information based on adequate assessments of such components.

THE CLIENT’S RIGHTS AND OBLIGATIONS

You agree to pay the sum of \$ _____ (includes applicable taxes) for the cost of the Inspection and the Report, and to pay a service fee of forty dollars for any dishonored cheques.

If the inspector recommends that you engage specialized tradespersons or experts, you will retain them at your own expense.

You agree to make all arrangements for access by the inspector to the Property and surrounding lands for the purposes of performing the Inspection.

THE PROFILE AND ASSESSMENT REPORT

The Profile and Assessment Report (the "Report") forms an integral part of this Agreement and should be read in conjunction with it. The Report is intended only for the use of the Client.

The Report may include cost estimates of suggested repairs or replacements. Such estimates are included for the convenience of the Client, but are not based upon quotations from any contractor or supplier and the Client agrees that no claim shall be advanced in the event that any such estimate does not correspond to actual repair or replacement costs.

In the event that you do not buy the Property, we may, at our sole discretion, release pertinent information about the Inspection findings to any other person.

LIMITATIONS OF THE INSPECTION

The Inspection is a general construction inspection only, and the inspector cannot offer an expert opinion regarding engineering, compliance with building codes or local bylaws, or building efficiency.

The Inspection and Report are completed within a limited time frame and are not technically exhaustive.

Some problems may not exist or be obvious at the time of the inspection, or may only be apparent under certain conditions. This inspection is based on observations at the time of a single visit and is subject to the conditions and limitations present at that time. The limitations that an inspector may face include, but are not limited to: time restrictions, defects concealed by occupants' possessions; snow cover on roofs and other surfaces; vegetation; gravel; decks; solar panels; decks covered with carpet or membrane; new paint or other finishes; partially restricted or inaccessible areas and components (such as: building paper, house wraps, flashings, window flanges, wall cavities); systems that have been secured or winterized; restrictive weather or temperature conditions; and so on.

If any utilities are not on at the time of the inspection, such as water, electricity and gas, we cannot turn them on. We will also be unable to fully assess all systems since utilities may affect more than one system within the home.

The Inspection is not able to positively determine the presence of any environmental hazards or concerns including, but not limited to, mold or fungus. In the event that the Inspector advises the Client of a potential environmental concern, or the Client has any reason to suspect that there may be an environmental concern, it is recommended that the Client retain the services of an environmental specialist.

The Company makes no representation, warranty or guarantee on the future life of systems and items inspected. The Inspection will not determine whether the Property complies with the building code or local bylaws.

Due to the inherent limitations of the Inspection, the Client should be aware that there will be some deficiencies in the home that are not covered in the Report. The Company recommends anticipating and budgeting annually for 1% - 3% of the value of the Property for maintenance items and unforeseen repairs.

LIMITATIONS ON THE COMPANY'S LIABILITY

Because the Inspection is not a technically exhaustive study of the Property, and in consideration of the low fees charged for the service relative to the value of the Property, you agree that an exclusion of liability of the Inspector, the Company, and its officers, employees, subcontractors and agents is reasonable in the circumstances, irrespective that you suffer any loss or damage or liability to others arising out of the negligence of the Company or its inspector, or from its or her or his or their errors, omissions, breach of contract, breach of warranty, misrepresentation, fundamental breach, strict liability, or otherwise.

It is a term of this Agreement that the Company and its inspectors, officers, employees, subcontractors and agents assume no liability, whether in contract or in tort and including negligence, for:

- (a) statements, comments, suggestions or representations made in the Report or made orally; or
- (b) any deficiencies in the Property not noted

whether such liability arises from negligence, errors, omissions, breach of contract, breach of warranty, misrepresentation, fundamental breach, strict liability or otherwise, and whether such claim is for consequential damage, property damage, personal injury of any nature, or otherwise.

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It is a further term of this Agreement that the Company and its inspectors, officers, employees, subcontractors and agents assume no liability for any loss or damage arising due to the presence of any mold or fungus, or any other environmental condition.

In the event that:

- (a) a discrepancy, claim or dispute arises from the performance of the Inspection, or from the Report, and
- (b) you promptly notify the Company within a reasonable time, and in any event no later than seven (7) days after the condition complained of is discovered, and
- (c) the Company is given a reasonable opportunity to re-visit the Property before any repairs are commenced,

then we may re-inspect the Property. If we did not note a condition which, in our sole discretion, was apparent at the time of the original inspection, then we may, at our sole discretion, and upon execution of a release form satisfactory to the Company, refund to you the full price paid by you for the Inspection and Report, provided that we shall have no legal obligation to do so and shall have no other liability to you.

No representation is made, or implied, as to the advisability of the purchase of the Property.

Any general comments made orally, or in the Report, about conditions, systems or costs which are beyond the scope of the Inspection are provided as a courtesy only and do not represent or form part of the Inspection or the Report.

INDEMNIFICATION

You agree to indemnify and save the Company and inspector, as well as the Company's officers, employees, subcontractors and agents, or their successors and assigns, harmless from any claim arising out of the use of the Report by any other person or persons.

You hereby agree to indemnify and hold harmless the Company and the inspector, as well as the Company's officers, employees, subcontractors and agents, and their successors and assigns, from any claim advanced by the owner or tenant of the Property arising out of the Inspection. Should the Company or the inspector be called on to give testimony, prepare to attend court, or assist in preparation for litigation as a result of the Inspection, additional fees will be charged at the Company's then hourly rate for all time spent, including additional inspections, research, report preparation, consultation, traveling, court appearances and for time waiting (in our office or elsewhere) to testify.

In the event you commence legal proceedings against the Company in respect of anything arising in respect of the Inspection or the Report, and if those proceedings are not ultimately decided in your favor, you agree that you shall be liable to the Company for damages, including to the Company's reputation, and for all charges, expenses, disbursements and legal fees incurred by the Company or any of its representatives, on a complete indemnity basis, including a reasonable fee for all time spent by the Company's personnel in investigating, research, preparation for, and attendance at court hearings and examinations.

INITIALS

MISCELLANEOUS

The Company's goal is to identify major observable problems or potential expenses which may affect your buying decision. While we strive to improve your knowledge of the Property, an all inclusive list of deficiencies is not provided.

We strongly recommend that you participate in the visual inspection process by accompanying the inspector and observe and ask questions to improve your understanding of the Property. If you choose not to do so, you accept responsibility for the consequences of your failure to do so. You should not take unnecessary risks, such as climbing on anything or touching electrical or heating equipment. You acknowledge that participation is at your own risk.

This Agreement shall be governed by and construed in accordance with the laws of the Province or Territory in which the Company is resident and registered and the laws of Canada. Said Provincial or Territorial Courts shall have sole jurisdiction over interpretation and resolution of any disputes arising from this Agreement.

The headings in this Agreement are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

If any portion of this agreement is found to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in force between the parties.

The Client acknowledges that there are no verbal representations or warranties, and that the provisions of this Agreement, including the attached Standards of Practice, constitute the entire agreement between the parties with respect to this subject matter. No amendments or additions may be made to this Agreement unless they are in writing and initialled by both parties.

I understand that personal information on this and other forms has been collected for the purposes of facilitating the inspection service I have ordered, for follow-up communications, for franchisor audit and development purposes, and to address anything pertaining to this Agreement For Inspection Services. I understand that such information may be disclosed, without further consent, to my agents and representatives, to professional or trade affiliates of the Company, and to the franchisor and its consultants for the purposes stated. Personal information will **not be disclosed** to any third party, other than those identified, without my consent. By signing below I am consenting to the collection, use, disclosure, and retention of my personal information.

I hereby acknowledge that I was aware of, and had the opportunity to review this agreement prior to the commencement of the Inspection. Whether or not I exercised the right to review this agreement I hereby accept all the terms and conditions of this Agreement.

I _____ have been authorized by the client to sign this agreement on their behalf.
Print Name

Dated at _____, this _____ at _____ AM
City and Province month/day/year PM

Transberta Corporation

Client: _____ For the Company: _____
 AGREEMENT PRE-SIGNED 4227 - 43a Ave, Red Deer, AB, T4N 3G6
FRANCHISES ARE INDEPENDENTLY OWNED AND OPERATED

FURTHER INSTRUCTIONS

I hereby instruct the company to accept payment from _____ for this inspection service on my behalf.
 Client: _____

INVOICE & RECEIPT

TRANSBERTA CORPORATION
 Operating under the tradename HOME-ALYZE®

PAYABLE AT TIME OF INSPECTION

FILE NUMBER

PAYMENT

Inspection fee ----- \$ _____ . ____
 Travel ----- _____ . ____
 Delivery ----- _____ . ____
 Long Distance (Fax/Phone) ----- _____ . ____
 _____ . ____
 SUB-TOTAL ----- \$ _____ . ____
 GST# 872554415 ----- _____ . ____
 TOTAL \$ _____ . ____

- MC - VISA - CASH - CHEQUE # _____
 - PAID BY THIRD PARTY - PAYMENT BY FAX/PHONE/EMAIL

(credit card number)

(name on card) (expiry date)

(Signature for credit card or payment received)

Client Attendance
 - Yes - No - Partly _____

AIR MILES® reward miles awarded