



ALLSAFE HOME INSPECTION SERVICE, INC.

102 Water Street, East Bridgewater, MA 02333
Telephone: 508-378-7170 Email: rmulloy@verizon.net
Web page: www.allsafehomeinspection.com



INSPECTION CONTRACT

This Is A Legally Binding Two-Page Contract That Supersedes All Previous Communications
PLEASE READ THIS AGREEMENT CAREFULLY

Subject property: _____ Account No. _____

THIS AGREEMENT made this _____ day of _____ 20_____ between Allsafe Home Inspection Service, Inc

(Allsafe) and _____ the Client stipulates:

SCOPE OF INSPECTION

1. The inspection services and report generated by Allsafe are based on a visual inspection of the readily accessible and observable parts of the subject property at the time of inspection only. The home inspection and report are made in conformity with the Standards of Practice of Home Inspectors in the Commonwealth Of Massachusetts, 266 CMR 6.00 through 6.08, and are limited in nature by the terms, exclusions and limitations as stated in the Standards of Practice and this Contract, which can be subjected to a visual inspection from the ground, without demolition or damage to finish materials and/or removal of covering items or stored materials. The home inspection services do not include architectural or engineering inspections or services.
2. The terms of this AGREEMENT are contained on two pages. No oral or other statements, proposals or agreements not expressly stated in this Inspection Contract shall be binding on either party hereto.
3. Allsafe will provide a same day or next day copyrighted written report of its findings or within ten (10) days if an emergency should arise. The home inspection and report are essentially a professional snapshot of the house based on the visible condition of accessible areas of the house as of the date of inspection only. The inspector will not report on or find every minor problem or condition in the building. **Furthermore, you should realize that although subject items may be in a specified condition at the time of inspection when examined by Allsafe, and so reported by us, the condition thereof may change through no fault of or omission during our inspection or in our report.** References to minor sub-systems, components or items not listed in 266 CMR 6.00 through 6.08 Standards of Practice are reported "as a courtesy only, without consideration." Cosmetic defects are to be considered as obvious and *itemized* reporting of such defects is beyond the scope of this inspection.
4. The home inspector is a licensed home inspector as defined by Massachusetts state law, specifically Mass. Gen Laws c.112, and follows the Standards of Practice for Home Inspectors in Massachusetts set forth in the Code of Mass. Regulations, 266 CMR 6.00 through 6.08. The home inspector has limited knowledge across many fields, and is not to be considered an expert in any specific trade or field. Allsafe will not estimate the scope or cost of any needed repairs or replacement as such is prohibited by the applicable standards of practice for Home Inspectors. The true cost of repair or replacement should be determined by appropriate licensed contractors, tradesmen or experts of your choice and hired prior to purchase. In an inspection of limited scope, it would be impossible to find every defect in a house; virtually every property will have problems not identified in a final Report. Items such as, but not limited to, windows and doors, light switches, wall outlets, hardware and locks are checked for proper operation on a representative number basis. Air conditioning systems are not tested during cold weather as they can be damaged. If a system is shut-down, the Client should ask the owner or the owner's representative to provide written assurance or demonstration of proper function.

EXCLUSIONS AND LIMITATIONS

5. In addition to the Exclusions and Limitations contained in the applicable regulations, the Client understands and agrees that the following items are also Excluded as part of the inspection:

The condition of shut-down systems and components, the assurance of dry basements or against roof / flashing leaks; repair / replacement cost estimates or building value appraisals, system or component life expectancy, suitability for building use, adequacy or efficiency of systems or components for their intended use and building size; snow covered components, obstructed areas and/or components, exploratory demolition, any presence of lead or lead by-products, urea formaldehyde, radon gases, radon mitigation systems, asbestos & materials that may contain asbestos, algae, fungi, mold, mildew, any and all environmental health hazards or conditions, odors or noise, hazardous waste, PCB's, toxins, flammable chemicals, proximity to toxic waste sites, sheds; presence of insects, rodents, vermin, or bed bugs; type & condition of concealed roof decking and fasteners; outlets blocked by furniture or appliances, electromagnetic fields, security devices and systems and burglar alarms, intercom systems, smoke & carbon monoxide alarms and fire systems, sprinkler systems, solar installations, underlying siding materials, concealed piping and wiring, fixture overflows; components obstructed by dense vegetation; concealed or inaccessible crawl spaces, and the exact age assessment and remaining service life of systems and components. The inspection of buried piping, private water supply purity or quality & chemistry, concealed pumps, filtrations systems, water purifiers or softeners; private waste disposal systems and flood prevention systems; sump pumps & drainage systems, swimming pools and pool equipment and enclosures; spas, hot tubs, saunas, steam baths, concealed shower pans, fountains or other water features; geological or soil testing, wave action or hydrological stability, engineering & analysis; proximity to railroad tracks or airports or easements or boundaries or rights of way, proximity to adjoining properties or neighborhoods or wet lands; thermostatic or time controls, radio controlled devices, automatic gates, elevators, lifts, dumbwaiters, locks, all household appliances & controls & venting, ovens, microwave ovens, refrigerators, dishwashers, disposers; free standing appliances; draperies, blinds & window treatments; concealed window & door flashings, concealed insulation & vapor retarders, determination of Chinese drywall hazards, conditions behind finished surfaces (such as may exist beneath finished walls, floors and ceilings and in finished basement areas), suitability of chimneys for connected appliances or fuel, chimney condition above the smoke chamber, chimney flues and liners; central vacuum systems; through the wall air conditioning appliances; telephone; cable TV, furnace heat exchangers, concealed furnace / boiler parts, oil tanks & underground fuel tanks; solid fuel stoves, space heaters; concealed mechanical systems; common areas, dehumidifiers, humidifiers; flooring beneath carpeting, winterized systems, recalled components or appliances, concealed insulates. We do not inspect for or report on such issues as insulation effectiveness; fire escapes; code compliance; and auxiliary electrical systems which are not part of the primary electrical distribution system. Evaluation of Building Code and Zoning violations and permit history, sufficient capacity for intended use and the legality of any building improvements or additions are excluded. **Inspection of the excluded items should be performed, detected, and evaluated by other specialists of your choice and hire. Note: Testing for radon gas & water quality is available upon request for an additional charge.**

6. No testing or inspection is included in the home inspection for wood-destroying insects, common household pests or damage from insects. Your due diligence should include hiring a licensed pest control company to inspect the home NOW as part of the purchase process.

7. The Client understands that homeownership brings with it the certainty that system, component and appliance failures and needed repairs will occur; and that the home inspector will not be able to predict all such occurrences. The Client acknowledges that certain components may function consistent with their intended purpose at the time of inspection, but due to their nature are subject to change or deterioration which cannot be accurately predicted.

8. The Client understands that the inspector cannot accurately predict when any item or component in the premises which is the subject of this agreement may need repair or replacement. The Client understands that this is due, in part, to the fact that previous owners may or may not have

maintained and serviced the systems or components properly and that problems are often time-related. The Client understands that because of many variables, components working at the time of inspection may not necessarily function correctly in the future.

9. In any instance where there is a specific concern reported on by Allsafe, the Client is advised and agrees to secure further evaluation and an estimate of repair / replacement costs from an applicable licensed & insured contractor or specialist NOW, before proceeding with any purchase.

10. The inspection and report are in no way to be considered as a warranty, guaranty, or insurance policy expressed or implied, regarding the condition of the inspected property, hidden or latent defects, future defects and/or end use of the property. Allsafe is not responsible for problems which cannot reasonably be discovered by an inspection of this nature. No destructive testing will be performed. The Inspector will not remove personal items; disturb finished surfaces, insulation, soil, snow, ice or debris which obstructs visibility of inspected areas or components. The Inspector will not enter areas which may be dangerous or inaccessible, nor perform any procedure which may damage the property or its components. Allsafe will not operate any component which is shut down or otherwise inoperable at the time of inspection. The inspector will inspect the roof from a suitable vantage point, using binoculars, but **will not climb onto the roof** or any part thereof.

11. If any part of this contract is declared invalid or unenforceable by any court or tribunal of competent jurisdiction, the remaining parts of this agreement shall remain in effect, and shall NOT be affected thereby except as necessary to adjust for the invalidated part.

12. It is strongly recommended that the Client attend and participate in the inspection for valuable information exchange about the condition of the property and maintaining its value. The Client's presence and questions during the inspection are crucial to understanding the final report and to the Client's ability to arrive at his/her own conclusions about the inspected property. If for any reason the Client is not present at the time of the inspection, this agreement will become part of the inspection report, and acceptance of the inspection report will constitute the acceptance of the terms and understanding of the above.

13. Allsafe will not make any recommendations as to whether or not the Client should purchase the home, the fair market value, or fairness of the price. Allsafe will Report on each individual system and major component of the home listed in **266 CMR 1.00 through 11.00 Standards of Practice** but will NOT attempt to "rate" the home as a whole. No comments by the inspector during the course of the inspection are to be considered as an opinion or recommendation of value or your decision whether to purchase.

14. It is the responsibility of the Client to provide sufficient lighting and safe access to the home and applicable common areas; and to make sure that utilities are on at time of inspection. Allsafe is not responsible for problems which cannot reasonably be discovered in a limited inspection. The Client has been informed that a trip charge and hourly fee will be charged for a requested "return visit inspection."

15. The Client has been informed and acknowledges that the inspection is not a substitute for a **WALK-THROUGH PRIOR TO CLOSING ON PURCHASE** as conditions can change between the day of inspection and the day of closing.

16. The Client agrees that there are risks for all conditions that are concealed, not readily accessible or obstructed from view at the time of inspection or exist in any area excluded from inspection. In addition, the Client agrees that inspection of the excluded items shall be performed, detected and evaluated by appropriate specialists of his/her choice and hire.

17. The Client agrees to perform timely due diligence regarding the recommendations made in this report and further that estimated cost to repair and/or replace items recommended be secured from a qualified appropriate licensed contractor **prior to signing the final purchase and sale agreement in order to determine the financial impact on your budget**. Any item noted as a SAFETY HAZARD should be repaired NOW.

18. The Client agrees that the inspection of detached buildings (sheds, garages, barns, etc.) is EXCLUDED from the inspection and report unless separately contracted.

19. The Client agrees that if the home inspection is for reasons **OTHER THAN THE PURCHASE OR SALE OF THE PROPERTY**, or if the number of dwelling units in the building exceeds five, that the limit of liability to Allsafe and its employees is limited to the cost of the inspection.

20. The Client agrees that the copyrighted report issued under this agreement is confidential and for the exclusive use of the Client and may not be transferred, assigned or relied upon by any third party. **ALL COPYRIGHTS ARE RESERVED.** .

21. In consideration for Allsafe conducting the home inspection, the Client agrees to pay Allsafe its fees, which are specified below. Payment is due in full prior to the inspection being performed, and shall constitute acceptance of the terms and conditions of this Agreement. It is understood and agreed to by the parties hereto that all the provisions, limitations, exceptions, and exclusions of this Agreement shall apply to any optional services entered into by the parties. The Client agrees that payment not received within 10 days will be subject to a finance charge of 1.5% per month.

\$

Basic Inspection fee

\$

Over time charges @: \$ / hour after an allotted time of hours

\$

Other Services: Radon, Water Quality Analysis

\$

Other:

\$

Other:

\$

Other:

\$

Total Fee

THE CLIENT HAS READ THE TERMS OF THIS CONTRACT AND ANY QUESTIONS HAVE BEEN FULLY AND SATISFACTORILY EXPLAINED. THE CLIENT UNDERSTANDS AND HEREBY AGREES TO ALL THE ABOVE TERMS AND LIMITATIONS EXPRESSED HEREIN.

Client Signatures(s)

Client Signatures(s)

date

Robert Mulloy, President (MA Lic. #32)

Client authorizes release a copy of Report to: [] Realtor [] Attorney [] Lender [] Other

ALLSAFE HOME INSPECTION SERVICE, INC. DOES NOT SOLICIT REFERRALS FOR HOME INSPECTIONS FROM REAL-ESTATE AGENTS AND / OR COMPANYS, HAS NO INTEREST IN THE PROPERTY OR IT'S INVOLVEMENT WITH TRADESPEOPLE OR BENEFITS DERIVED FROM ANY SALES OR IMPROVEMENTS.

Time in:

Time out: