

INTEGRITY HOME INSPECTION

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INSPECTION CONTRACT

This Is A Legally Binding Two-Page Contract That Supersedes All Previous Communications. Please READ CAREFULLY

Property to be inspected: _____ Town: _____ State: MA

This agreement made this _____ day of _____ 20____ between Integrity Home Inspection (**Integrity**) and the Client(s) [please print] _____ who stipulates:

SCOPE OF INSPECTION

1. The inspection services and *Report* provided by **Integrity** are based on a visual inspection of the **readily accessible** areas and functioning systems of the subject property as observed at the time of inspection only. The inspection and *Report* are made in conformity with the Standards of Practice of the **Commonwealth Of Massachusetts 266 CMR 1.00 through 11.00**. The inspection and *Report* are limited in nature by the terms, exclusions and limitations as stated in the Standards of Practice and this Contract. This inspection and *Report* are limited to the major structural and major mechanical systems of this property as outlined in the Standards of Practice **which can be subjected to a visual inspection, without demolition or damage to finish materials and/or removal of covering items or stored materials**. A copy of the Massachusetts Standards of Practice will be attached to the final report.
2. **Integrity** will provide a same day *Report* or within two (2) days of the initial inspection. The *Report* is intended to disclose to the **Client** major defects that could significantly affect the **Client's** assessment of the house, and is essentially a professional "second opinion or snapshot" of the house as of the date of inspection only. **Integrity** will use reasonable efforts to document visual observations and make recommendations based on knowledge, experience, and training; but **Integrity** is not responsible or liable for problems which cannot be reasonably discovered in a limited inspection. The inspector's primary concern is to use accessible and visible clues combined with training and experience to discover major and unsafe conditions, so that the **Client** can make his or her own evaluation of the overall condition of the home. The inspector will not *Report* on every minor problem or condition in the building. Any reference to minor sub-systems and/or components or cosmetic deficiencies are solely for the **Client's** further information and go beyond the scope of this inspection.
3. This is not an engineering survey or architectural assessment of the property. The inspector is a licensed generalist and is not to be considered an expert in any specific field. Home inspectors are legally bound to not estimate the scope or cost of any needed repairs. The true cost of repairs should be determined by communicating with appropriate contractors, tradesmen or experts.
4. This confidential inspection *Report* is for the exclusive use of the **Client** and may not be transferred, assigned to or relied upon by any third party. ALL COPYRIGHTS RESERVED. The **Client** shall indemnify & hold harmless **Integrity** from losses, liabilities, damages, and penalties and all related costs and expenses (including reasonable attorney's fees) related to third party lawsuits.

EXCLUSIONS AND LIMITATIONS

1. **The following areas and items are NOT INSPECTED OR TESTED by a state licensed home inspector and are therefore excluded from this report:** Building value appraisals, lead paint, any and all environmental hazards and defects, security devices and systems and alarms; intercom systems, smoke alarms and fire systems, sprinkler systems; solar installations; water filtrations systems, water purifiers or softeners, private waste disposal and flood prevention systems; swimming pools and equipment; spas, hot tubs, wave action or hydrological stability, furnace heat exchangers, concealed furnace / boiler parts, underground fuel tanks; chimney internal flues and liners, concealed wiring; flooring beneath carpeting, winterized systems, concealed insulates, code compliance.

2. No inspection is included for wood-destroying insects, household pests or damage from insects. As a courtesy, we will report what pest issues we see while doing the home inspection. *We are not licensed pest inspectors, we are licensed home inspectors. A home inspector is a "generalist" and most people do not want to just have a "general" idea about bugs. Therefore, we recommend you have a licensed pest control specialist perform this service before or during the home inspection if possible.*

3. The Report is not a guaranty or warranty against future defects in the inspected property

4. If there is a specific concern either by the **Client** or as raised by **Integrity**, the **Client** is advised to secure further evaluation from a field professional specializing in the particular area in question, in order to make a fully informed decision about the purchase

5. This home inspection shall not be construed as a compliance inspection of any building codes or other governmental or non-governmental codes or regulations, but may note any apparent violation seen. No opinion is given relative to the legality of any building improvements, additions, alterations or the correctness of solid fuel stove installations.

6. This 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 or any hidden or latent defects. **Integrity** cannot be responsible for problems which cannot reasonably be discovered by a limited inspection of this nature. No destructive testing will be performed. The inspector does not remove personal items; disturb finished surfaces, insulation, soil, snow, ice or debris which obstructs visibility of inspected areas or components. The Inspector does not enter areas which may be dangerous or inaccessible, nor perform any procedure which may damage the property or its components. **Integrity** will not operate any component which is *shut down* or otherwise inoperable.

7. The **Client** understands that it is impossible to accurately predict when any item or component in the premises which is the subject of this agreement may need replacement or repair. The **Client** understands that because of many variables, components working at the time of inspection may not necessarily function correctly in the future.

8. If any part of this contract is declared invalid or unenforceable by any court or 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.

9. It is recommended that the **Client** attend and participate in the inspection for valuable information exchange about the condition of the property and maintaining its value. 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.

10. It is the **Clients** job to make sure utilities are on for the inspection. DO NOT ASSUME. Be sure the owner has been asked.

11. The **Client** agrees the inspections of detached buildings (sheds, garages, barns, etc.) are **EXCLUDED** from the inspection and report unless separately contracted.

12. The **Client** has agrees that the copyrighted report issued under this agreement is for the sole use of the **Client** and is not assignable. Further, it shall be considered confidential.

13. In consideration for the inspection, the **Client** agrees to pay **Integrity** its fees, which are specified below. Payment is due in full when the inspection is performed, and shall constitute acceptance of the terms and conditions of this Agreement.

\$ _____ Agreed upon home Inspection fee

\$ _____ Radon

\$ _____ Water Analysis

\$ _____ **Total Fee**

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

Client Signature(s): _____ **Date:** _____

Please note: You are welcome to forward the report along to whomever you like, but if you want **Integrity** to send it to anyone else other than you, the **Client**, please supply the email addresses below.