

AGREEMENT FOR HOME INSPECTION & REPORT

PLEASE READ THIS AGREEMENT CAREFULLY

CLIENTS (S) NAME: _____ **Date:** _____

Property To Be Inspected: _____

FEE: \$ _____ **for** _____ **hours. Overtime fee:** \$ _____/hour. **Options elected:** \$ _____

1. SCOPE: Ace Inspections Inc. will perform a visual inspection of the property including an examination of and report on the: exterior, chimney, roof, gutters, central air conditioning, central heating system, electrical system, interior plumbing system, foundation & basement, bathrooms, kitchen, fireplace, wood stove, interior space & attic. The final report represents a summation regarding disclosure of observed conditions for those systems and components listed above & accessible on this date only. NOTE: This contract supersedes all previous communications.

2. SERVICE & LIMITATION OF LIABILITY: The inspector will use an earnest effort to give you his honest opinion based solely on visual observations, knowledge and experience. To prevent false expectations, you are advised that the inspector is not infallible. He will not find every problem during the limited time frame. He does not have X-ray vision and cannot observe latent or concealed defects. The client agrees that the inspector is not required to: dismantle anything, perform destructive testing, move furniture or stored goods or floor and window coverings, nor enter dangerous or inaccessible areas. There are no express or implied warranties made in conjunction with the inspection of this property and none made against roof or plumbing leaks, wet basements, mechanical failures or breakdowns. The total liabilities of Ace Inspections are limited to one year after the inspection and to the amount of the inspection fee when the Property To Be Inspected: is in a building with more than 4 units under 1 roof. Ace may opt for arbitration.

3. STANDARDS OF INSPECTION: The inspection will be conducted in a manner that substantially follows the inspection guidelines of: *ASHI* & 266 CMR 6.00: M.G.L. c.13 section 96 & c.112 sections 221 thru 226. Consult your attorney for details – e.g. 266 CMR 6.01 states: “The Client shall provide Safe Access And Sufficient Lighting to ensure that all systems & areas to be inspected under this standard are Readily Accessible & Observable.”

4. EXCLUSIONS: It is agreed that the findings and opinions of the inspector are limited in scope and nature to visible and accessible areas only and that the following items are specifically excluded from the report: Those items listed on page one (1) of the report, those items and limitations listed and described in the (*ASHI*) Standards of Practice (see --- GENERAL LIMITATIONS & EXCLUSIONS) and detection of insect and pest activity. Condominium common property is excluded from the inspection even if discussed or reported on.

5. EXCEPTIONS: The inspector is not required to walk on roofs, move furniture & personal goods, inspect in hazardous or inaccessible areas, nor report on cosmetic flaws. It is agreed that areas, systems or components that may be injurious to the health, safety or welfare of the inspector shall be excluded as exceptions beyond his control.

6. CONFIDENTIALITY: Reports are confidential and shall not be revealed to anyone without written authorization. Neither the contents of reports nor any representations made herein are assignable without the express written consent of Ace Inspections. I will defend & indemnify Ace Inspections and stand between it & all 3rd party claimants.

7. RESPONSIBILITIES: I will afford Ace Inspections first rights to remedy errors or omissions unless emergency repair is absolutely necessary to prevent further loss or damage. I understand that if any provision of this contract is declared invalid or unenforceable by any court, the remaining provisions will remain in effect. I will pay all costs for responses to, and defense of, any and all claims lacking merit.

8. FEES: Total payment is due and payable on site at the end of the inspection. I understand that the full fee is due even if the inspection is truncated or terminated for any reason or by anyone other than the inspector and that the less than 24 hour cancellation fee is \$100.00. This contract represents the whole agreement between myself and Ace Inspections Inc. I acknowledge that I have read this contract and understand and agree to all of the above terms and limitations expressed herein.

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