



Thank you for selecting ABC Home Inspection, Inc. for servicing your inspection needs. We are a full time home inspection company with over 25 years of professional service. Our inspectors are full time and highly trained professionals. We promise to do each inspection in a professional manner in accordance with the American Society of Home Inspectors' standards of practice, National Association of Home Inspectors and State Licensing Laws and Regulations Practices. We realize that purchasing a home can be a scary ordeal and we will do our best to help enlighten you to the accessible visible conditions of your new home. We will prepare a home inspection report that will outline our opinion of condition observed at the time of the home inspection. Please read all of the information below. If you have any questions regarding this agreement please do not hesitate to call me directly. Take as much time as you need to review this agreement. Our home inspector will conduct the inspection and the report will then be prepared after the signed agreement is returned with the fee. I wish you and your family the very best in your new home. Home inspection agreements are required with all home inspection companies.

Sincerely,

Andrew Consoli

President of ABC Home Inspection, Inc.

*Please read the following agreement, the standards of practice, and the entire home inspection report.*

## HOME INSPECTION AGREEMENT CONTRACT

### *I: The purpose of a home inspection*

1. The purpose of the inspection is to identify visible defects and/or conditions that in the judgment of the inspector adversely affect the function and the integrity of the items, components and systems inspected.
2. The inspection report is to be used as a general guideline and basic overview assessment of the readily visible listed items on the report. The report comments and definitions are based on a general overall representation of a certain number of items and not necessarily each and every item or area.
3. The client fully understands and agrees that any negotiation between the buyers (clients) and sellers is the responsibility of the client; ABC Home Inspection, Inc. is absolutely not responsible for any item or area introduced into or omitted from negotiations. The Home Inspector and ABC Home Inspection, Inc. do not authorize this inspection to be used as a negotiation tool. Any use of this report as a negotiation tool would be the choice of the client. The home inspection does not include all defects and therefore, any negotiation based on the report may or may not include all defects in the building or buildings.
4. The client understands that the inspection is essentially visual. It is not technically exhaustive, and does not imply that every defect will be discovered. The home inspection report is not a structural engineers report. Contact a structural engineer now if structural engineer reports are desired.
5. The client understands that the inspection is only for the purpose of preparing a report, which states an opinion (a belief or judgment based on grounds insufficient to produce complete certainty). It is a statement of a personal view of the overall function and conditions of the items listed at the time of the inspection by the inspectors of ABC Home Inspection, Inc. The opinion resulting from this inspection is based on visual examination, operation when possible and statistical life expectancies.
6. The inspection report is intended for the sole use of the client named in the last paragraph of the Agreement and who has signed below. No other person or entity shall in any way be construed as the client, nor shall any client have the right to assign any of his rights under this Agreement to any third person or entity.

### *II: Our standard of care and the scope of the inspection*

7. ABC Home Inspection, Inc. inspections are based on the standards of practice of the National Association of Home Inspectors and American Society of Home Inspectors and the applicable Massachusetts and New Hampshire Home Inspection Laws and Standards of Practice. Nothing contained in this agreement shall create any duty to ABC Home Inspection, Inc. beyond the standards of practice of ASHI and NAHI and applicable state laws. We follow the home inspection state rules and laws, regulations and standards relating to the state of the inspected property. Go to ABCHomeInspection.com for direct links to both state laws. Also go to ashi.org and nahi.org for more information.
8. Our home inspection is performed to a standard of care relative to the home inspection industry. The home inspector cannot be expected to perform at a standard of care above and beyond the standards of the American Society of Home Inspectors (ASHI), National Association of Home Inspectors and state home inspection laws. We do not inspect equipment or areas in the same manner as a licensed technician in a particular field. A licensed technician would inspect and service the item in which he is expert and focus on the particular area or item with more invasive and technical testing methods than a home inspector. Such a technician will test one item only during his inspection. A home inspector observes many items and only performs a basic non-intrusive, non-technical exam. We welcome our clients to have any and all areas inspected by professionals in specific technical fields prior to closing to obtain an in-depth expert evaluation. The inspectors at ABC Home Inspection, Inc. have licenses in various trades. Do not confuse the licenses of the home inspector with the full time professional licensed technician. The home inspector will be performing his inspection in accordance with the home inspection industry and not as a full time licensed technician.
9. The client understands that qualified technicians, according to the manufacturers' instruction, should service all mechanical systems. ABC Home Inspection, Inc. in no way provides service work. The client understands that it is his/her responsibility to obtain all available manuals and service records from the seller.
10. ABC Home Inspection, Inc. can perform various testing. We strongly recommend the client/customer have the house tested for radon air, wood-boring insects, water quality, well water radon, VOC, arsenic, and gross alpha. There are other tests that should be performed, although ABC Home Inspection, Inc. does not provide any testing other than tests noted above. Some of these other tests would be: lead paint testing, environmental 21-E, soil testing, chemical, UFFI testing, air quality, screen alpha water testing, mold testing, asbestos testing, etc. You should contact and consult with your attorneys and environmental companies now for information on these and any additional tests. It is the client's responsibility to request the tests they want performed. ABC Home Inspection, Inc. and/or its inspector cannot be held responsible for any problems discovered that are relative to the items not inspected. Problems relative to the environmental issues such as mold, water quality and soil contamination could be dangerous and extremely expensive to correct. And it is highly possible that you may have no insurance coverage to cover costs. You should consult with your insurance company for guidance of full coverage including environmental issues now. The client fully understands that ABC Home Inspection, Inc. and its inspectors follow the laboratory's instructions for testing procedures and cannot be held accountable for any issues relative to the laboratory tests e.g. - radon air, water analysis.
11. The client understands that the inspection and inspection report are not applicable to inaccessible or concealed areas, which may exist within the property, and any defects which may be concealed therein, whether concealed intentionally or unintentionally, are not applicable to this report.
12. ABC Home Inspection, Inc. and its inspectors make no representations relative to any product recalls and is not required under state law to do so.
13. If the client wishes for ABC Home Inspection, Inc., to have a concealed or obstructed area inspected, the client shall consult with the owner and request permission to gain access to such areas. Upon obtaining such permission, ABC Home Inspection, Inc. will be available to inspect such areas for an additional fee. It is understood that ABC Home Inspection, Inc. is not responsible for inspecting concealed or obstructed areas before an addendum to this Agreement is signed requesting ABC Home Inspection, Inc. to do so, and such fee is paid. ABC Home Inspection, Inc., will not physically gain access. Access must be gained by buyer or seller.
14. The client understands that it is impossible to accurately predict when an item or component in the premises, which is the subject of this agreement, may need a replacement or repair. The client understands this is due, in part, to the fact that previous owners may or may not have maintained and serviced the systems or components properly. The client understands that because of many variables, components working at the time of inspection may not necessarily function correctly in the future.

III. What a home inspection is, and is not

- The client fully understands that no expressed or implied warranty or guarantee is given concerning buildings and equipment or their future usefulness. **The inspection report is not intended to be and is not to be construed as a guarantee or warranty.**
  - The client fully understands that the home inspection report is not a form of insurance of any kind and that ABC Home Inspection, Inc. does not in any way provide any form or any kind of insurance.
  - The client fully understands that any warranties, guarantees or insurance concerning the property or its components should be secured from the property owner or any insurance company prior to closing. **We recommend purchasing insurance** from a home warranty company.
  - The client understands that the inspection report is not intended to be, nor is it to be construed as, a statement of code or regulation compliance with any government or non-governmental agency, insurance company, FHA, VA, bank standards, etc. Contact your insurance company and lender for information on a specific requirement necessary to purchase property, e.g., will lender or insurance company accept old electrical knob and tube wiring or old fuse boxes.
  - Our home inspection report is not an appraisal. Obtain copies of appraisal and sellers statement for additional information.
  - The inspection report shall not be regarded as a warranty of the adequacy of performance of any structure, component, or system examined during the inspection. The home inspection report is not a structural engineers report.
  - The client understands that the inspection report is a formulated opinion based on observations only and as such is subject to differing opinions from other sources, or may contain honest errors in judgment. The client understands that such honest errors in judgment do not rise to the level of a breach of any duty, which may be owed to conduct a home inspection in a reasonably prudent manner. The client agrees ABC Home Inspection, Inc. can in no way be held liable for such honest errors in judgment.
- IV: The limits of ABC Home Inspection, Inc. liability and what to do if you have a complaint**
- The client agrees that if for any reason he or she is dissatisfied with the Home Inspection or report, he or she will immediately contact Andrew Consoli and discuss the matter with him before any repairs, corrections, alterations are performed. The client agrees to describe the complaint in writing and allow ABC Home Inspection, Inc. the opportunity to access the problem (before any repairs, corrections, alterations are performed). ABC Home Inspection, Inc. will consider both the complaint as well as the terms of the contract and respond within ten days. The client agrees and fully understands that any effort undertaken by ABC Home Inspection, Inc. to correct a problem or alleged problem reported by the client shall not be considered an admission of liability or wrongdoing, and is done solely in the interest of maintaining a good business relationship and client satisfaction. ABC Home Inspection, Inc. does not have any responsibility whatsoever to make the repairs on the premises and this paragraph should be in no way construed to create a duty.
  - The client understands ABC Home Inspection, Inc. and its representatives do not have any financial or business interest in the property.
  - ABC Home Inspection, Inc. is in no way responsible for damage or repairs needed to the premises at any time.
  - The client understands that ABC Home Inspection, Inc. cannot and will not be held responsible for the acts of other persons or entities. Any defects and violations in house are the responsibility of the individuals who originally installed and/or serviced components containing such defects. The client must ask owners if the property has had any work or upgrades and if all the proper permits were obtained from town hall. Client should obtain all receipts and town hall approvals on any renovation and repairs.
  - The client agrees the inspector is not an insurer and that the inspection is not intended as, nor to be construed as a guarantee or warranty or the adequacy, performance or condition of any structure, item or system at the property address. The client herby releases and exempts ABC Home Inspection, Inc. and its agents and employees of all liability and responsibility for any consequential damage, property damage, or personal injury of any nature.
  - The client agrees that ABC Home Inspection, Inc. its inspectors, representatives, agents, servants and employees are completely released from claims of negligence, errors and/or omissions which occur from the acts of other persons or entities not affiliated with ABC home Inspection, Inc. including, but not limited to, acts of deception, concealment or camouflage whether intentional or unintentional.

V: The fee for your home inspection report

- The client agrees to pay ABC Home Inspection, Inc. the home inspection fee due, at the time of the inspection and agrees that if any portion of the fee remains unpaid it would be paid in full within 10 days from inspection. If any portion of the fee is not paid, the inspection report becomes null and void, and the client is liable for all attorney’s fees and cost collection. All bounced checks will be charged a \$25.00 bounce fee.

VI: In conclusion

- The client agrees that the home inspector has performed the home inspection in a professional manner and has appeared to have spent an adequate amount of time inspecting the property, the client acknowledges he or she is fully satisfied with the method in which the inspection was performed.
- The client understands that this contract and the accompanying home inspection standards are the whole agreement, that nothing stated in writing or verbally by ABC Home Inspection, Inc., its agents, servants or employees, has any binding effect outside the four corners of this agreement and the home inspection standards.
- The terms of the Agreement shall be governed by the laws of the state where the premises is located.
- If any part of this Agreement is deemed invalid it shall not affect the remainder of the Agreement, and the remainder of the Agreement shall remain whole and valid.
- The buyers/clients have been made aware that there is a home warranty component plan available and that is their option and responsibility to contact the insurance company themselves for all information regarding plan. The insurance must be obtained prior to closing.
- By accepting the home inspection report, the buyers/clients hereby acknowledge and agree to the terms of this agreement.
- Massachusetts inspections are performed in accordance with Massachusetts home inspection license laws and regulations, 266 CMR 2.00 through 11.00, and the New Hampshire home inspection law 310-A: 182 and home 100 to 700.**
- If radon or water testing purchased, the client must see additional contracts relative to RADON and WATER testing.
- The client understands that the report is a computer report and will be asked to sign the computer screen. The client agrees to be bound by their digital signature.

\* If you become interested in the Home Insurance plan contact HSA at 1-800-367-1448. We highly recommend purchasing a Home Insurance plan now. There are insurance plans also available through other companies. Contact your Real Estate Agent for list of other home insurance options. By signing below, the client acknowledges that he/she has completely read the above terms thereto, and has been allowed sufficient time to read the agreement and to present this agreement to his/her lawyer if desired, prior to signing. The client understands that the report will be forwarded to the client after the return of the signed agreement with the fee.

Client:

Date:

Client Address:

City:

State:

Zip:

Client Number:

Email:

Inspector:

Date:

(on behalf of ABC Home Inspections, Inc.)

By signing, the client understands and agrees to all the terms of the contract.
 X

Total Fees \$

Inspected Property: