



ALLSAFE HOME INSPECTION SERVICE, INC.

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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 the **Commonwealth Of Massachusetts 266 CMR 1.00 through 11.00**, 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 shall be binding on either party hereto.
3. Allsafe will provide a same day copy righted report, or within ten (10) days if an emergency should arise. The home inspection and report are essentially a professional "second opinion or snapshot" 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, warning is hereby given that although subject items may be in good 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 of our inspection or report.** References to minor sub-systems, components or items not listed in **266 CMR 1.00 through 11.00 Standards of Practice** are reported "as a courtesy only, without consideration." Cosmetic and / or repetitive defects are to be considered as obvious and *itemized* reporting is beyond the scope of this inspection.
4. The inspection is not an engineering survey or architectural assessment of the property. The home inspector is a generalist with limited knowledge across many fields, and is not to be considered an expert in any specific field. Allsafe will not estimate the scope or cost of any needed repairs or replacement as such is prohibited by **266 CMR 1.00 through 11.00**. The true cost of repair or replacement should be determined by appropriate licensed contractors, tradesmen or experts 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 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 of function.

EXCLUSIONS AND LIMITATIONS

5. In addition to the Exclusions and Limitations contained in 266 CMR 1.00 through 11.00, the Client agrees that the following items are also Excluded as part of the inspection contracted:

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 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 & CO 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 equipment; spas, hot tubs, saunas, steam baths, concealed shower pans, fountains; 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, 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; 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, concealed insulates; insulation effectiveness; fire escapes; code compliance; and auxiliary electrical systems which are not part of the primary electrical distribution system. The inspection for Building Code and Zoning violations and permit history, sufficient capacity for intended use and the legality of any building improvements or additions are excluded. **Note: Testing for radon gas & water quality is available upon request for an additional charge. Inspection of the excluded items should be performed, detected, and evaluated by other specialists of your choice and hire.**

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

7. The results of the limited inspection and information contained in the report are based upon observations of readily accessible and observable areas on the date of inspection only and in conformance with the **Commonwealth of Massachusetts 266 CMR 1.00 through 11.00**. **The report is not a guaranty or warranty against future defects in the inspected property.** Homeownership brings with it the certainty that failures and repairs will occur, your home inspector will not be able to predict all such occurrences.

8. In any instance where there is a specific concern either by the Client or as raised by Allsafe, the Client is advised to secure further evaluation and repair / replacement costs from an applicable licensed & insured contractor or specialist NOW, before proceeding with any purchase.

9. 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 and/or end use of the property. Allsafe is not liable or responsible for problems which cannot reasonably be discovered by a limited inspection. The Client acknowledges that certain components may function consistent with their purpose at the time of this inspection, but due to their nature are subject to change or deterioration without notice. No destructive testing will be performed. The

