



## A QUALITY HOME INSPECTION, INC.

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### INSPECTION CONTRACT

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

Subject property: \_\_\_\_\_ Account No. \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between A Quality Home

Inspection, Inc (A Quality) and \_\_\_\_\_ the Client stipulates:

#### SCOPE OF SERVICES PROVIDED

A home inspection is a noninvasive, visual observation and operation of the accessible systems and components of real property, including buildings and other improvements. Its purpose is a) to identify conditions that, in the professional opinion of A Quality, are significantly deficient or b) to identify systems and components that are at the end of their service lives.

The home inspection is strictly limited to the examination of readily accessible, installed systems and components of homes by using normal operating controls and opening readily operable access panels, where applicable, of the following components of the Property: structure, foundation, exterior, roof, attic, major mechanical systems (heating, air conditioning, electrical, and plumbing), built-in appliances, and interior (floors, ceilings, walls, windows, and doors). All components will be inspected pursuant to the Standards of Practice set forth for Home Inspectors by the Massachusetts Board of Home Inspectors as contained in the Code of Massachusetts Regulations Title 266, Chapter 6.00. Where multiple instances of the same component exist, a representative number shall be inspected. The observations of conditions are limited to those areas of the home which can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the Property or personal injury to A Quality. Any additional services outside the list of components in this contract or in those rules must be specifically agreed to in writing between A Quality and the Client.

A Quality will prepare and provide the Client with a written report for the sole use and benefit of the Client. The written report shall document any deficiencies discovered in the Property's systems and components. A deficiency is a condition that, in the reasonable judgement of A Quality, is not functioning properly or is unsafe. In addition, the written report will comment on the normal service life of a system or component. However, the fact that a system or component is near, at, or beyond the end of its normal service life is not, in itself, a deficiency in the system or component. Nothing in the report and no opinion of A Quality should be construed as advice to the Client to purchase, or not to purchase, the Property, or serve as a prediction of future conditions or the value of the Property. Further, any descriptions of deficiencies of the Property should not be interpreted as estimates for the costs of repairs to any system or component of the Property.

#### CLIENT'S DUTY

The Client understands and accepts that the home inspection and report, in accordance with this Agreement, are intended to reduce, but cannot eliminate, uncertainty regarding the condition of the Property. The Client is responsible for reviewing the permit history and for researching any legal actions or insurance claims involving the Property.

The Client agrees to read the entire written report when it is received and to promptly contact A Quality with any questions or concerns regarding the home inspection or written report. The written report shall be the exclusive findings of A Quality. Verbal representations not recorded within the Inspection report are not part of the home inspection. The Client acknowledges that A Quality is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information on the condition of the Property. Should A Quality's report reveal any additional conditions that require further investigation or repair, the Client agrees that any further evaluation, inspection, and repair work needs to be provided by competent and qualified professionals who are licensed and/or certified to perform the work. In the event the Client becomes aware of a reportable condition not contained in the written inspection report, the Client agrees to promptly notify A Quality and allow A Quality and/or A Quality's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. If the Client fails to so notify A Quality and fails to allow

A Quality an additional inspection, then any costs of such repairs, alterations or replacements will be entirely at the Client's cost without recourse against A Quality.

#### LATENT DEFECTS

The Client agrees that the home inspection is not a technically exhaustive investigation or evaluation of every aspect of the Property. The Client acknowledges and agrees that the home inspection and the written report will not reveal every existing deficiency and future condition affecting the Property. A Quality is not responsible for the non-discovery of any latent defects of the Property or any problems that may occur or become evident after the date of the home inspection. Latent defects of the Property include, but are not limited to: cracking, leaking, surface dislocations, or landslides resulting from, without limitation to, water leaks, land subsidence, or other geological problems. A Quality is not responsible for any defects that may manifest themselves in the future, any structural failures that may occur in the future, or damages that result from future repairs.

#### COMPLIANCE WITH BUILDING CODES

Consistent with the scope of the home inspection, as provided in this Agreement, A Quality will identify items that may present a health or safety issue. However, A Quality will not provide an opinion on compliance with any particular building code.

#### INSURABILITY

The Client understands that the home inspection will not determine the insurability of the Property. Insurance companies have different underwriting criteria, and A Quality cannot be expected to determine how a particular system or component may affect insurability.

#### ENVIRONMENTAL AND HEALTH CONDITIONS

The Client agrees that the home inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding the Property, including, but not limited to the presence of: asbestos, radon, lead, or urea-formaldehyde; wood destroying organisms, fungi, molds, mildew, feces, urine, vermin, pests, or any animal or insect; drywall that may have been manufactured with contaminated materials (including carbon disulfide, carbonyl sulfide and hydrogen sulfide), polychlorinated biphenyls (PCBs), or other toxic, reactive, combustible, or corrosive contaminants, materials; or substances in the water, air, soil, or building materials. A Quality is not liable for injury, health risks, or damage caused or contributed to by these conditions. If the Client wishes to have an inspection for any specific health or environmental condition, that must be covered by a separate addendum to this Agreement. In addition to the above limitations on the scope of services, the home inspection will not include any engineering or architectural analysis. The report will not offer any opinion about the adequacy of the structural systems and components of the Property.

#### RE-INSPECTION OF COMPONENTS

In the event that A Quality is asked by the Client to re-inspect a component or condition that has been repaired, A Quality's scope of re-inspection will be limited to the components or conditions identified. A Quality will not be responsible for any changed conditions in other components or conditions since the date of the original home inspection. Any re-inspection of repaired components or conditions will not determine if the repair is adequate, proper, or compliant with current building codes. Any re-inspection will only determine if visually identifiable deficiencies still exist.

#### RESOLUTION OF DISPUTES

Any controversy or claim arising out of or relating to this Agreement shall be resolved through **Small Claims Court** (or similar court of limited monetary jurisdiction) in the jurisdiction applicable to this Agreement. In the event that the amount in dispute exceeds the jurisdiction of the applicable **Small Claims Court**, the dispute shall be settled by **binding arbitration** administered by Construction Dispute Resolution Services, or if unavailable, Resolute Systems, before a single arbitrator using its Commercial Arbitration Rules. The arbitrator shall have at least three years of knowledge and experience in the home inspection industry or similar knowledge and experience in construction. Each party agrees to pay its own costs of arbitration. Any legal action or proceeding shall be brought in the County in which the Property is located.

#### ENFORCEMENT FEES AND COSTS

Any party failing to follow the RESOLUTION OF DISPUTES process identified above, shall be **liable for all fees and costs** associated with compelling or enforcing compliance with the RESOLUTION OF DISPUTES process.

**TIME TO INITIATE ACTION**

Any action regarding or arising from the condition of the Property and the Inspection and/or the written **report** must be filed and initiated by the **Client** no later **two (2) years** following the date of the **home inspection**. Otherwise, the claim will be barred. If the matter is in arbitration, the arbitrator will be bound by the terms of this paragraph as a limitation on the arbitrator's ability to render an award in favor of the **Client**.

**NO WARRANTIES OR GUARANTEES**

The **home inspection** and the written **report** are not intended, nor shall they be used or treated by the **Client** or anyone else, as a guarantee or warranty expressed or implied, regarding the adequacy, performance, or condition of any aspect of the Property. The **Client** acknowledges and agrees that **A Quality** is not an insurer of any inspected or non-inspected conditions of the Property.

**RELIANCE BY THIRD PARTIES**

The **Client** agrees and understands that the Inspection **report** provided to the **Client** under this Agreement is solely for the **Client's** exclusive use in evaluating the physical condition of the property. No representation is made by **A Quality** as to the value of the Property. If anyone other than the **Client** relies upon the inspection **report**, that person agrees to be bound by all of the terms and conditions in this Agreement.

**ENTIRE AGREEMENT AND SEVERABILITY OF PROVISIONS**

This Agreement contains the entire Agreement between the **Client** and **A Quality**. This document supersedes any and all representations, both oral and written, among the parties. This Agreement may be modified, altered, or amended only in writing and having been signed by both the parties. Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Agreement, and all such other provisions shall remain in full force and effect.

The **Client** agrees that the **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.

\$ _____	Basic Inspection fee
\$ _____	Over time/reinspection charges @: ____ / hour.
\$ _____	Other Services: Radon, Water Quality Analysis, Form NPMA-33
\$ _____	Other: _____
\$ _____	Other: _____
\$ _____	<b>Total Fee</b>

_____ Client's Signature	_____ Date	_____ Christopher J Feroli (President)
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_____ Client's Signature	MA License # 719    Expiration date: _____
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**You may not assign this Agreement. If there is more than one Client, you are signing on behalf of all of them and you represent that you are authorized to do so for all Clients and/or intended beneficiaries. The provisions of this Agreement will be binding upon any party that takes title to the Property with the Client or claims title to the Property through the Client.**

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

**A QUALITY HOME INSPECTION, 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.**