



A QUALITY HOME INSPECTION, INC.

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PROBLEM ANALYSIS INSPECTION CONTRACT

This Is A Legally Binding Four-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.

LIMITATION OF LIABILITY

THE FOLLOWING CLAUSE LIMITS THE LIABILITY OF THE INSPECTOR – PLEASE READ CAREFULLY

THE **CLIENT** AGREES THAT THE HOME INSPECTION IS FOR REASONS **OTHER THAN THE PURCHASE OR SALE OF THE PROPERTY**, OR IF THE NUMBER OF DWELLING UNITS IN THE BUILDING EXCEEDS FIVE, THAT THE LIMIT OF LIABILITY TO **A QUALITY** AND ITS EMPLOYEES IS LIMITED TO THE COST OF THE INSPECTION.

THE **CLIENT** AGREES AND UNDERSTANDS THAT **A QUALITY** IS NOT AN INSURER AND IS NOT WARRANTING OR GUARANTEEING THE ADEQUACY, PERFORMANCE, OR LIFE EXPECTANCY OF ANY STRUCTURE, ITEM, COMPONENT, OR SYSTEM OF THE PROPERTY. THE **CLIENT** FURTHER AGREES THAT, IF **A QUALITY** OR ANY OF **A QUALITY'S** AGENTS, EMPLOYEES, SUBCONTRACTORS, OFFICERS, OR SHAREHOLDERS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO NEGLIGENCE OR THE FAILURE TO PERFORM THE INSPECTOR'S OBLIGATIONS IN THIS AGREEMENT, INCLUDING THE IMPROPER OR NEGLIGENT PERFORMANCE OF THE INSPECTION OR THE IMPROPER OR NEGLIGENT

REPORTING OF CONDITIONS OF THE PROPERTY, A QUALITY'S MAXIMUM LIABILITY SHALL BE LIMITED TO TWICE THE AMOUNT OF THE PAID INSPECTION FEE. THIS LIMITATION SHALL NOT APPLY TO ANY DAMAGES SPECIFICALLY ALLOWED BY STATUTE.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: DAMAGED PROPERTY, LOSS OF USE OF THE PROPERTY, LOST PROFITS, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, GOVERNMENTAL FINES AND CHARGES, PUNITIVE DAMAGES, ATTORNEY'S FEES, AND COURT COSTS.

AT THE CLIENT'S OPTION, A **COMPREHENSIVE INSPECTION** WITHOUT LIMITATION OF LIABILITY IS AVAILABLE. A **COMPREHENSIVE INSPECTION** INCLUDES A CONTRACTOR, ENGINEER, AND ARCHITECT REVIEWING THE PROPERTY FOR A MINIMUM FEE OF \$2,500 (REQUIRES QUOTE). A **COMPREHENSIVE INSPECTION** REQUIRES A SEPARATE CONTRACT.

THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY DAMAGES CAUSED BY THE GROSS NEGLIGENCE OF THE INSPECTOR IN THE PERFORMANCE OF THE INSPECTOR'S OBLIGATIONS IN THIS AGREEMENT.

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.

