



INSPECTION CONTRACT
PLEASE READ THIS AGREEMENT CAREFULLY

Subject property: _____ **Report No.** _____

AGREEMENT made this _____ day of _____ 20____ between **Harmony Home Inspection of MA**
(Harmony) and _____ (the **Client**).

It is hereby understood and AGREED as follows:

SCOPE OF INSPECTION

- The **Client** has requested a limited visual inspection of the residential structure identified at the above address by Paul Rogoszewski of **Harmony** or his designee. The inspection services to be performed and report to be prepared by **Harmony** are based on a visual inspection of **readily accessible** and **visually observable** components and systems of the subject property as of the time of inspection
. The home inspection and report are made in conformity with the Standards of Practice of Home Inspectors in the Commonwealth Of Massachusetts, 266 CMR 6.00 through 6.08, and are limited in nature by the terms, exclusions and limitations stated in the Standards of Practice and this Contract. We will inspect those components and systems which can be inspected through a visual inspection from the ground or interior of the premises, without demolition or damage to finish materials and/or removal of covering items, finishes or moving stored materials. The home inspection services are not architectural or engineering inspections or services but are intended to provide you with a “snapshot” of the condition of visible, accessible areas of the home on the date of inspection.
- The terms of this **AGREEMENT** are contained on two pages. **Client(s)** expressly agree: (a) they have read this **AGREEMENT** carefully, (b) they understand they are bound by all terms of this contract, and (c) they will read the entire inspection report when received and promptly contact **Harmony** with any questions they may have. It is expressly understood that no oral or other statements, proposals or agreements not expressly stated in this Inspection Contract shall be binding on either party.
- Harmony** will provide an exclusive written report of its findings within two (2) days or as soon thereafter as possible if an emergency should arise. The inspector will not report on every minor or cosmetic problem or condition in the building. **Although items may be in the reported condition at the time of inspection by Harmony, the condition may in some instances change through no omission during our inspection or in our report.** References to minor sub-systems, components or items not listed in **266 CMR 6.00 through 6.08 of the Standards of Practice** are reported as a courtesy only, solely for your information. Cosmetic defects are to be considered as obvious and *itemized* reporting of such issues is beyond the scope of this inspection.
- The home inspector is a licensed home inspector under Massachusetts state law, specifically Mass. Gen Laws c.112, and follows the Standards of Practice for Home Inspectors in Massachusetts set forth in the Code of Mass. Regulations, 266 CMR 6.00 through 6.08. The home inspector has limited knowledge across many fields, and is not to be considered an expert in any specific trade or field. **Harmony** will not estimate the scope or cost of any needed repairs or replacement as to do so is expressly prohibited by the applicable standards of practice for Home Inspectors. The true anticipated cost of repair or replacement of any component or system should be determined by appropriate licensed contractors, tradesmen or experts of your choice and hired prior to purchase. The inspection report is designed to guide you as to specific areas which require further evaluation, and potentially repair, prior to purchase or promptly thereafter. In an inspection of limited scope, it would be impossible to find every defect in a house; virtually every property will have some problems not identified in an inspection report. Items such as, but not limited to, windows and doors, light switches, wall outlets, hardware and locks are checked for proper operation on a representative basis. Air conditioning systems are not tested during cold weather as they can be damaged. If a system is shut-down and not operating at the time of inspection, the **Client** should ask the owner or the owner’s representative to provide written assurance or demonstration of proper function.

EXCLUSIONS AND LIMITATIONS

5. In addition to the Exclusions and Limitations contained in the applicable regulations, the Client understands and agrees that the following items are NOT included as part of the inspection (unless contracted for separately, in writing):

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| <ul style="list-style-type: none"> 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 of building for use Adequacy or efficiency of systems or components for their intended use and building size Snow covered components and/or obstructed areas and/or components Building code or zoning ordinance violations, permit research, boundaries, easements, or rights of way Structural, geological, seismic, soil, or hydrological stability Survey, engineering analysis or testing Wood destroying insects, rodents, bats or other pests (insect, animal, or plant) Molds, mildews, fungal growth, and the toxicity of their spores and yeasts, allergens Household appliances, through-wall air conditioners Radio-controlled devices, automatic gates, elevators, or lifts Fire escapes, fire sprinkler systems, fire or smoke detection systems Toxicity and/or combustibility of materials and finishes Acoustical testing, noise, odors, or proximity to transportation routes Insulation effectiveness or heat loss analysis Prediction of life expectancy of any item The extent of damage in defective areas | <ul style="list-style-type: none"> Asbestos, radon, formaldehyde, lead in paint or plumbing, water or air quality, electromagnetic radiation, toxic wastes, Chinese drywall, or any other associated environmental hazards Building value appraisal or repair cost estimates Condition of detached buildings Condominium common areas Pools, spas, and exterior or underground plumbing Children’s playgrounds and other yard structures Private water or private sewerage systems Saunas, steam baths, or fixtures and equipment Water softener/purifier systems or solar heating systems Radiant heat, buried oil tanks, furnace heat exchangers, humidifiers, air purifiers, automatic dampers, power exhaust systems, or chimney flues Gas appliances such as barbecues, heaters, or lamps Main gas shut off valve; any gas leaks Freestanding heating stoves or personal property Dumbwaiters and thermostatic or time clock controls Security systems, locks, security devices, or radon removal systems Cable TV, antennas, intercoms, lightning protection, generators, heating cables, door openers, doorbell systems, telephone systems, or any other special or unique/technically complex system or components Conditions that may generally affect the desirability of the property (other than items within scope of inspection) Efficiency of any system or component Areas or components which are not visible, or are hidden, concealed, or inaccessible Items specifically noted as excluded in the inspection report |
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Inspection of excluded items should be performed and evaluated by specialists of your choice and hire. Note: Inspection for wood destroying insects, testing for radon gas, water quality, and private well flow testing is available from Harmony upon request for an additional charge (optional fee based services).

6. Unless included upon request as an optional fee based service by specific agreement in this contract, no testing or inspection is included in the home inspection for wood-destroying insects, common household pests or damage from insects. In the event you do not use **Harmony** to perform an inspection

for wood-destroying insects, it is strongly recommended that your due diligence include hiring a licensed pest control company to inspect the home now as part of the pre-purchase process.

7. The **Client** acknowledges that certain components may function consistent with their intended purpose at the time of inspection, but due to their nature are subject to change or deterioration which cannot be accurately predicted. The inspector cannot accurately predict when any item or component in the premises being inspected may need repair or replacement. Previous owner(s) may or may not have maintained and serviced systems or components properly and problems in many instances are the result of lack of maintenance and/or normal wear-and-tear. Because of many variables, components which are working at the time of inspection may not necessarily function correctly in the future. Lack of proper maintenance often contributes to this. It is recommended that you request an "Owners Disclosure of Condition" from the broker you are working with as it may provide helpful historical information about key components and systems.

8. In any instance where there is a specific concern reported on by **Harmony**, the **Client** is advised and agrees to obtain further evaluation and an estimate of repair / replacement costs from a reputable licensed & insured contractor or specialist **before** proceeding with any purchase.

9. The inspection and report do not constitute a **warranty, guaranty, or insurance policy**, expressed or implied, regarding the condition of the inspected property, hidden or latent defects, or likelihood of future defects in the property. **Harmony** is not able to report on defects or potential problems which are not visible or accessible and cannot reasonably be discovered by an inspection of this nature.

10. **No destructive testing** will be performed by the inspector. **The Inspector will not:** remove personal items; disturb finished surfaces, insulation, soil, snow, ice or debris which obstructs visibility of inspected areas or components. **The Inspector will not** enter areas which may be dangerous or inaccessible, nor perform any procedure which may damage the property or its components. **Harmony will not** operate any component which is shut down or otherwise inoperable at the time of inspection.

11. If any provision of this contract is declared invalid or unenforceable by any court or tribunal of competent jurisdiction, the remaining parts of this agreement shall remain in effect, and shall **not** be affected thereby except as necessary to adjust for the invalidated provision.

12. It is strongly recommended that the **Client** attend and participate in the inspection for the exchange of valuable information about the condition of the property and maintaining its value. The **Client's** presence and questions during the inspection are crucial to fully understanding the final report and to assist in the **Client's** ability to arrive at his/her own conclusions about the inspected property. If for any reason the **Client** is not present at the time of the inspection, this agreement will have been signed in advance of the inspection and will become part of the inspection report.

13. **Harmony** will not make any recommendations as to whether the **Client** should or should not purchase the home, the fair market value, or fairness of the price. **Harmony** will report on each individual system and major component of the home listed in **266 CMR 1.00 through 11.00 Standards of Practice** but will **NOT** "rate" or grade the home as a whole. No comments made by the inspector during the course of the inspection are to be considered as an opinion or recommendation of value or to influence your decision whether to purchase.

14. It is the responsibility of the **Client** to arrange for **sufficient lighting** and **safe access** to the home and applicable common areas; and to make sure that utilities are on at time of inspection. **Harmony** is not responsible for problems which cannot reasonably be discovered under adverse conditions. The **Client** has been informed that a trip charge and hourly fee will be charged for a requested "return visit inspection."

15. The **Client** has been informed and acknowledges that the inspection is not a substitute for a WALK-THROUGH OF THE HOME PRIOR TO CLOSING as visible, accessible conditions can change between the date of inspection and the day of closing, **especially** when furniture, carpets and stored items have been removed by the Seller.

16. The **Client** acknowledges that there is a risk that some conditions may be concealed, not readily accessible or obstructed from view at the time of inspection or which exist in an area excluded from inspection. The **Client** agrees that inspection of excluded items shall be performed and the condition(s) evaluated by appropriate specialists of his/her choice and hire.

17. The **Client** agrees to perform timely due diligence regarding the recommendations made in the **Report**, and that they will obtain estimated costs to repair and/or replace items where recommended from a qualified appropriate licensed contractor **prior to signing the final purchase and sale agreement in order to determine the financial impact on your budget**. **CAUTION:** any item noted as a **SAFETY OR HEALTH HAZARD** should be repaired immediately or upon purchase.

18. The **Client** acknowledges that inspection of detached buildings (sheds, garages, barns, etc.) is **EXCLUDED** from the inspection and **report** unless separately contracted.

19. The **Client** agrees that if the home inspection is requested for reasons other than the purchase and sale of the property, or if the number of dwelling units in the building exceeds five, the limit of any liability of **Harmony** and its employees is **limited to the cost of the inspection**.

20. The **Client** agrees that the **report** issued pursuant to 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.

21. In consideration for **Harmony** conducting the **home inspection**, the **Client** agrees to pay **Harmony** its fees, which are specified below. Payment is due in full at the time of the home inspection, constitutes acceptance of the terms and conditions of this Agreement. It is understood and agreed that all the provisions, limitations, exceptions, and exclusions of this Agreement shall apply to any optional contracted-for services entered into by the parties. The **Client** agrees that any check which is returned for non-payment is subject to a service charge of \$25.00.

\$ _____ **Basic Inspection Fee**

OPTIONAL FEE BASED SERVICES:

\$ _____ Wood Destroying Insects Inspection Fee (termites, carpenter ants, carpenter bees, powder-post beetles)

\$ _____ Garage or Outbuilding Inspection Fee

\$ _____ Water Quality Sampling and Testing Fee

\$ _____ Private Well Flow testing Fee

\$ _____ Radon Test Kit Fee

\$ _____ Neighborhood Environmental Report Fee

\$ _____ **TOTAL FEE**

THE CLIENT HAS READ THE TERMS OF THIS CONTRACT, ANY QUESTIONS HAVE BEEN FULLY AND SATISFACTORILY EXPLAINED AND HEREBY AGREES TO ALL TERMS AND CONDITIONS STATED HEREIN.

Client Signatures(s)

Date

Paul Rogoshewski, Home Inspector (MA Lic. #243)

Client Signatures(s)

HARMONY HOME INSPECTION OF MA HAS NOT HAD, DOES NOT HAVE AND DOES NOT CONTEMPLATE HAVING ANY INTEREST IN THE PROPERTY. IT HAS NO BUSINESS RELATIONSHIP WITH TRADESPEOPLE AND DOES NOT DERIVE ANY BENEFIT FROM IMPROVEMENTS OR REPAIRS YOU MAY MAKE AT OUR RECOMMENDATION.