



WALSH HOME INSPECTIONS
Property Inspection Agreement

1. General. This is an agreement between **Joe Smith** (the "Client") and Walsh Home Inspections. The Client requests that Walsh Home Inspections conduct a property inspection of the premises located at **12 Brady Rd. XXXXXXXX, MA** (the "Property Inspection") and prepare a property inspection report in connection with the Property Inspection (the "Property Inspection Report"). The Property Inspection shall take place on the **XXth day of XXXXX, 201X**, and the Client will receive a copy of the report at completion of inspection or via e-mail within 24 hours. The Client warrants that permission has been obtained from the owner of the premises to be inspected.

2. Fees. The client agrees to pay at the time of the inspection a fee of **\$XXX.00** to **Walsh Home Inspections** for the Property Inspection and Property Inspection Report. If payment is not made in full at time of inspection the final report will be withheld.

3. Standards of Practice. The Property Inspection will be performed in accordance with the Massachusetts Standards of Practice located at 266 CMR 1.00 - 11.00, which are incorporated herein by reference and hereby made a part hereof (the "Standards"). All terms used herein and not otherwise defined shall have the meaning set forth in the Standards. The Standards can be found at: <http://www.mass.gov/dpl/boards/hi/cmr/26606.htm>

4. Scope of Inspection. The Property Inspection is meant to provide the client with a better understanding of the condition of certain readily accessible installed systems and components of the property at the time of the Property Inspection. The Client understands that the Property Inspection and Property Inspection Report are based on the visual observations of the inspector of readily accessible areas and does not include or report on inaccessible areas. The Property Inspection Report does not include other areas considered inaccessible which would require moving of personal property (rugs, appliances, furniture, etc.) dismantling, drilling holes, removing covers, or climbing by the inspector. Accordingly, the inspector will not inspect for hidden or concealed damage or for problems with the property that cannot be reasonably determined from a limited visual inspection. Due to hazards involved, roofs, chimneys, flashing, and gutters are inspected from the ground with the aid of binoculars. Evaluation of these areas is based solely upon what is visible by inspection in this manner. Flat areas that are accessible will be ventured if safe access is provided; provided, however, that the Client hereby agrees to hold the inspector and Walsh Home Inspections harmless for any and all possible damages that may result from the inspector walking on the area(s) to be inspected. The Client understands that this Property Inspection is based on visual observations only, is not technically exhaustive, and shall not be construed to be a comprehensive Architectural and/or Engineering study of the property, or a Building Code Inspection. In the event that the inspector recommends that the Client consult with a pest control contractor or other specialized expert(s), the Client must do so at their own expense, assume all risks associated with a failure to contact said pest control contractor or other specialized expert(s), and the inspector and Walsh Home Inspections shall not be responsible for the work or recommendations of said pest control contractor or other specialized expert(s).

This Property Inspection Report is not intended to be an inducement to encourage or discourage the purchase or sale of the property and the conclusions and recommendations of the inspector are only those contained in the Property Inspection Report, not any oral remarks that may be made by the inspector during the Property Inspection. The final written Property Inspection Report will describe the following systems and components: roof system, exterior, structural components, electrical system, plumbing system, heating system, installed central air conditioning system, general interior conditions and insulation and ventilation. The Property Inspection Report will describe which systems and components designated for inspection have been inspected and indicate any systems and components so inspected, which in the opinion of the inspector, were found to be in need of repair.

5. Exclusions. PLEASE CAREFULLY REVIEW THE SECTION BELOW. IT CONTAINS IMPORTANT INFORMATION REGARDING EXCLUSIONS FROM THE PROPERTY INSPECTION, PROPERTY INSPECTION REPORT, AND QUESTIONS YOU SHOULD ASK THE SELLER PURSUANT TO THE MASSACHUSETTS STANDARDS OF PRACTICE REGULATIONS GOVERNING HOME INSPECTIONS.

6. Warranties. There is no express or implied warranty of any kind regarding the condition of the property or any of the items or systems contained therein, or as to the future performance or expected lifespan of any of the items or systems contained therein, whether or not mentioned in the Property Inspection Report. This is a limited inspection only, and this Agreement, the Property Inspection and the Property Inspection Report do not constitute a general warranty, an insurance policy, a certification or a guarantee of any kind. Should the Client discover unfavorable conditions that the Client suspects had been overlooked or not reported on at the time of the Property Inspection, the Client agrees to notify Walsh Home Inspections within thirty (30) days of said discovery and allow Walsh Home Inspection access to the property to inspect said conditions.

7. Confidentiality. This Property Inspection is being performed, and the Property Inspection Report is being prepared, for the Client's sole, confidential and exclusive benefit and use, and may not be transferred or assigned to any third party. If the Client directly or indirectly allows or causes the Property Inspection Report or any portion thereof to be disclosed or distributed to any third party, the Client agrees to indemnify and hold the inspector and Walsh Home Inspections harmless from any and all losses, liabilities and related costs and expenses, including reasonable attorneys' fees, arising out of claims or actions based on the Property Inspection and/or the Property Inspection Report brought by a third party or third parties.

8. Arbitration. Any dispute concerning this Agreement or arising from the Property Inspection or the Property Inspection Report (unless based on the non-payment of fees) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association. The parties shall mutually agree upon one (1) arbitrator who shall have at least ten (10) years experience in the home inspection industry. The fees and expenses of arbitration, including the fees and expenses of the arbitrator, shall be borne by the party deemed responsible by the arbitrator except that, the party filing for arbitration shall be responsible for all filing fees. At the arbitration, the arbitrator may consider all claims that would have been available to the parties in a court of law, including, but not limited to, claims for lawful attorneys' fees and multiple damages, where provided by statute. The Client hereby acknowledges that participation in binding arbitration as provided for herein is not intended to limit in any way the costs and damages otherwise legally available to the Client.

9. Miscellaneous. This Agreement contains the entire agreement among the parties and supersedes and nullifies all prior agreements and understandings, express or implied, between the parties hereto concerning the subject matter hereof. This Agreement may be modified or amended at any time and from time to time, but only by a written agreement signed by each of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**WHAT A CLIENT NEEDS TO KNOW ABOUT THE MASSACHUSETTS STANDARDS OF PRACTICE REGULATIONS
FOR HOME INSPECTIONS:**

Exclusions Primarily Pursuant to 6.11 of the Standards. The Property Inspection and Property Inspection Report does not include the testing or operation of mechanical equipment or appliances, except for the limited tests actually performed and reported on in the Property Inspection Report as required by the Standards. The following list of exclusions is not an exhaustive list and the Client should see the Standards for additional exclusions and limitations of the Property Inspection and the Property Inspection Report. We are not required to report on: the life expectancy of any component or system; the causes of the need for a repair; the methods, materials and costs of corrections; the suitability of the property for any use; compliance or non-compliance with applicable regulatory requirements; any component or system which was not observed; the presence or absence of pests such as wood damaging organisms, rodents, or insects; cosmetic items, underground items, or items not permanently installed; or items specifically excluded by the Client. We are not required to do the following: determine the market value of property or its marketability; report on the advisability or inadvisability of the purchase of the property; offer or perform engineering, architectural, surveying, plumbing, electrical, heating services, pest control, urea formaldehyde and lead paint inspection(s) or any other job function requiring an occupational license and/or registration in the jurisdiction where the inspection is taking place, unless the inspector holds a valid registration and/or occupational license and the parties agree in writing to the additional services to be performed and the additional fee to be charged; collect any engineering data; determine the cost of repairs; determine Building Code or Zoning violations; verify or determine the location of property lines; inspect concealed spaces; inspect surface and subsurface soil conditions; calculate the strength, adequacy, or efficiency of any system or component; enter any area or perform any procedure which may damage the property or its components, or be dangerous to the inspector or other persons; operate any system or component that is shut down or otherwise inoperable; operate any system or component which does not respond to normal operating controls; disturb insulation, move personal items, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; determine the presence or absence of any suspected hazardous substance including, but not limited to, latent surface and/or subsurface Volatile Organic Compounds, PCB's, asbestos, UFFI, toxins, carcinogens, lead paint, radon gas, noise, and contaminants in soil, water, air quality, wet lands and/or any other environmental hazard; determine the effectiveness of any system installed to control or remove suspected hazardous substances; predict future conditions, including, but not limited to, the failure of components; project operating costs of components; evaluate acoustical characteristics of any system or component; or determine the extent or magnitude of damage or failures noted. We are not required to inspect cosmetic items such as paint, wallpaper, and other finish treatments on the interior walls, ceilings and floors; draperies, blinds, or other window treatments; household appliances; or recreational facilities. We are not required to inspect: non-central air conditioners; heating and cooling systems when weather conditions or other circumstances may cause equipment damage; lawn sprinklers; on-site public waste disposal systems; water conditioning systems; smoke detectors; telephones; security alarms; cable television; intercoms; storm windows, storm doors, screening, shutters, awnings, and similar seasonable accessories; fences; landscaping; trees; swimming pools; patios; sprinkler systems; safety glazing; garage door operator remote control transmitters; geological conditions; soil conditions; outbuildings and detached garages; underground utilities, pipes, buried wires or conduit.

Client's Responsibility. Pursuant to Section 6.01(4)(a) through (l) of the Standards, answers to the following questions should be ascertained by you, the Client, from the seller and are relevant to the purchase of the property and may not be readily observable by inspection:

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|--|---|---|-----|----|
| (a) Does the dwelling have a history of seepage, dampness, and/or water penetration into the basement and/or Under Floor Crawl Space?
If so please explain. | Y | N | UNK | NA |
| (b) Has a sump pump ever been installed or used in the Basement/
Under Floor Crawl Space? | Y | N | UNK | NA |
| (c) Do you use any type of dehumidification in any part of the dwelling? | Y | N | UNK | NA |
| (d) Are you aware of any mold and/or air quality issues in the dwelling? | Y | N | UNK | NA |
| (e) Is the dwelling on a private sewage system?
(1) If the waste system is private, has a Title V inspection been completed,
and is the completed Title V Report available for review? | Y | N | UNK | NA |
| (f) Has the dwelling ever been inspected and/or treated for insect infestation?
(1) If so when?
(2) What were the chemicals used? | Y | N | UNK | NA |
| (g) Has the dwelling ever been inspected for radon gas and/or lead paint?
(1) If so when?
(2) What were the results? | Y | N | UNK | NA |
| (h) Has the dwelling ever been inspected by an inspector?
(1) If so when?
(2) Were there any problems noted?
(3) Is a copy of the inspection report available? | Y | N | UNK | NA |
| (i) Are the Seller/Seller's Representative aware of any structural, mechanical, electrical
or other material defects that may exist on the property? | Y | N | UNK | NA |
| (j) Has there ever been a fire in the dwelling?
(1) If so when?
(2) What areas were involved?
(3) What chemical cleaners, if any, were used for the cleanup? | Y | N | UNK | NA |
| (k) Has there ever been a hazardous waste spill on the property? | Y | N | UNK | NA |
| (l) Is there an underground storage tank on the property? | Y | N | UNK | NA |

Questions answered by: _____ Seller _____ Seller's Agent

Additional Notes.

It is recommended that condominium associations be prepared and allocate funds in reserve for emergency repairs and regular maintenance. This may help to minimize unexpected assessments and allow the association to engage in effective preventative maintenance. Obtain a financial statement for the condo association to determine the balance of the reserves and other financial information. Obtain a copy of minutes from a recent association meeting. Check to see if condo association is planning any assessments or changes to condo fees.

Massachusetts Law requires the seller to install smoke detectors. A fire Marshall of the local municipality will perform testing and verification. It is the seller's responsibility to provide a certificate at closing attesting to the smoke detectors' proper functioning and placement.

Massachusetts law requires carbon monoxide (CO) detectors in all residential structures with enclosed parking and/or heating equipment. Installation of CO detectors is recommended in utility areas as well as outside bedrooms. Further information regarding CO can be found at: http://www.mass.gov/dph/fch/injury/carbon_monoxide_fact_sheet.htm

Walsh Home Inspection

By signing below, I agree that I have read, understand and agree to all the terms, conditions and limitations set forth in this Agreement.

Client _____

Date _____

Inspector _____

Date _____

Receipt

Check # _____ Amount \$ _XXX.00_ Date _XX/XX/1X_ Cash \$ _____ Inspection ___X___ Radon _____