



# A QUALITY HOME INSPECTION, 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 A Quality Home Inspection, Inc

(A Quality) and \_\_\_\_\_ the Client stipulates:

### SCOPE OF INSPECTION

- The inspection services and report generated by A Quality 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 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 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.
- The terms of this AGREEMENT are contained on two pages. No oral or other statements, proposals or agreements not expressly stated in this Inspection Contract shall be binding on either party hereto.
- A Quality will provide a same day or next day copyrighted written report of its findings or within ten (10) days if an emergency should arise. The home inspection and report is essentially a professional snapshot of the house based on the visible condition of accessible areas 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, you should realize that although subject items may be in a specified condition at the time of inspection when examined by A Quality, and so reported by us, the condition thereof may change through no fault of or 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 Standards of Practice are reported "as a courtesy only, without consideration." Cosmetic defects are to be considered as obvious and itemized reporting of such defects is beyond the scope of this inspection.
- The home inspector is a licensed home inspector as defined by 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. A Quality will not estimate the scope or cost of any needed repairs or replacement as such is prohibited by the applicable standards of practice for Home Inspectors. The true cost of repair or replacement should be determined by appropriate licensed contractors, tradesmen or experts of your choice and hired 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 for proper operation 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 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 also Excluded from the inspection and final report:

Shut-down systems and components	Adequacy & efficiency of systems	Determination of asbestos
Assurance of a dry basement	Building size & square footage	Inspection for mold, algae, fungi, and mildew
Assurance of no roof leaks	Components <i>obstructed</i> by snow	Environmental hazards & hazardous waste
Assurance of no flashing leaks	Exploratory demolition	Noise pollution & odors
Repair cost estimates & methods of repair	The presence of lead paint	PCB's and toxins
Property value appraisal	Urea formaldehyde	Flammability of material
Component / system life expectancy	Determination of radon gas levels	Proximity to toxic waste sites
Suitability for building use	Radon mitigation systems	Sheds, pool houses and pool components
Inspection for wood boring insects	Concealed roof fasteners & flashings	Inspection of swimming pools & spas
Inspection for rodents, vermin & bed bugs	Determination of hazardous waste	Components <i>obstructed</i> by furniture
Components <i>obstructed</i> by appliances	Components <i>obstructed</i> by wall coverings	Components <i>obstructed</i> by floor coverings
Components <i>obstructed</i> by ceiling coverings	Determination of electromagnetic fields	Security systems, devices & locks
Steam baths and saunas	Intercom, music & smart wiring systems	Smoke & carbon monoxide alarms
Fire sprinkler systems	Fire escapes, bridges and ladders	Concealed or <i>obstructed</i> crawl spaces
Areas where there is no safe access	Age assessment & remaining service life	Solar systems & lightning arrester systems
<i>Obstructed</i> shower pans	Underlying siding & roof decking	Fountains, coy ponds & water features
Components <i>obstructed</i> by dense vegetation	Lawn irrigation systems	Invisible fence systems for pets
Concealed piping, wiring & structure	Geological conditions & soil testing	Plumbing fixture overflows
Buried piping and buried wiring	Water supply purity, quality & chemistry	Private water filtration systems & softeners
Engineering and analysis	Wave action or hydrological stability	Sea walls, docks & flood elevations
Private waste disposal systems	Smoke and carbon monoxide detectors	Distance to railroad tracks & airports
Determination of lot lines & wet lands	Compliance with local zoning regulations	Easements and rights of way
Thermostatic or timer controls	Radio controlled devices & power gates	Flood prevention systems
Elevators, lifts & dumbwaiters	Household appliances & laundry appliances	Appliance venting controls and timers
Draperies, blinds & window treatments	<i>Obstructed</i> window & door flashings	<i>Obstructed</i> insulation & vapor retarders
Determination of Chinese drywall	Conditions behind finished surfaces	Suitability of chimneys for appliance or fuel
Chimney condition above the smoke chamber	Central vacuum systems	Through the wall air conditioners
Telephone, cable, TV wiring & antennas	Furnace heat exchanger	Underground fuel tanks
Condominium common areas	Dehumidifiers and humidifiers	Assurance or heating & cooling effectiveness
Winterized or <i>shut-down</i> systems	Appliance, component or system recalls	Concealed insulation & vapor barriers
Insulation effectiveness	Appliance efficiency	Code compliance & code inspections
Auxiliary electrical systems / generators	Building permit history	Local covenants & regulations
Building capacity / suitability for use	Assurance against ice dam leakage	Determination of piping brands

**Notice: Inspection of the excluded items should be performed, detected, and evaluated by other specialists of your choice and hire. Radon kits are retailed and water quality & chemistry testing are available upon request for an additional charge.**

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

7. The Client understands that home ownership brings with it the certainty that system, component and appliance failures and needed repairs will occur; and that the home inspector will not be able to predict all such occurrences. 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.

