



Seacoast Inspections LLC

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INSPECTION CONTRACT

This Is A Legally Binding Contract Superseding All Previous Communications

PLEASE READ THIS AGREEMENT CAREFULLY

Subject property: _____

THIS AGREEMENT made this _____ day of _____ 20____ between Seacoast Inspections LLC (**SI**) and the **Client** stipulates

SCOPE OF INSPECTION

1. The inspection services and **report** generated by **SI** 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 the Commonwealth Of Massachusetts 266 CMR1.00 through 11.00, and are limited in nature by the terms, exclusions and limitations as stated in the Standard 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.** **SI** uses these standards for all inspections in MA, NH, and ME. The reason is MA is currently the only state that has a Standards of Practice in place for home inspections. The home inspection services do not include architectural or engineering inspections or services.

2. The terms of this AGREEMENT are contained on three pages. No oral or other statements, proposals or agreements shall be binding on either party hereto.

3. **SI** will provide a written **report (in PDF form & emailed) within 48hrs of completion of the inspection**, or within (7) days if an emergency should arise. The **home inspection** and **report** are essentially a professional “second opinion or snapshot” 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, warning is hereby given that although subject items may be in good condition at the time of inspection when examined by SI, and so reported by us, the condition thereof may change through no fault of or omission of our inspection or report.** References to minor sub-systems, components or items not listed in **266 CMR 1.00 through 11.00 Standards of Practice** are reported “as a courtesy only, without consideration.” Cosmetic and / or repetitive defects are to be considered as obvious and *itemized* reporting is beyond the scope of this inspection.

4. The **inspection** is not an engineering survey or architectural assessment of the property. The **home inspector** is a generalist with limit knowledge across many fields, and is no to be considered an expert in any specific field. **SI** will not estimate the scope or cost of any needed repairs or replacement as such is prohibited by **266 CMR 1.00 through 11.00**. The true cost of repair or replacement should be determined by appropriate licensed contractors, tradesmen or experts prior to purchase. In an inspection of limited scope, it would be impossible to find every defect in a house in a 2-4 hour visit; 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 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 of function.

EXCLUSIONS AND LIMITATIONS

5. **In addition to the Exclusions and Limitations contained in 266 CMR 1.00 through 11.00, the Client agrees that the following items are also Excluded as part of the inspection contracted:**

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 for building use, adequacy or efficiency of systems or components for their intended use and building size; snow covered components, **obstructed** components, exploratory demolition, any presence of lead by-products, urea formaldehyde, radon gases, radon mitigation systems, asbestos & materials that may contain asbestos, algae, fungi, mold, mildew, any and all environmental health hazards or conditions, odors or noise, hazardous waste, PCB’s, toxins, flammable chemicals, proximity to toxic waste sites, sheds; presence of insects, rodents, vermin, or bed bugs; type & condition of concealed roof decking and fasteners; outlets blocked

by furniture or appliances, electromagnetic fields, security devices and systems and burglar alarms, intercom systems, smoke & CO alarms and fire systems, sprinkler systems, solar installations, underlying siding materials, concealed piping and wiring, fixture overflows; components **obstructed** by dense vegetation; concealed or inaccessible crawlspaces, and the exact age assessment and remaining service life of systems and components. The inspection of buried piping, private water supply purity or quality & chemistry, concealed pumps, filtration systems, water purifiers or softeners; private waste disposal systems and flood prevention systems, sump pumps & drainage systems, swimming pools and equipment; spas, hot tubs, saunas, steam baths, concealed shower pans, fountains, geological or soil testing, wave action or hydrological stability, engineering & analysis; proximity to railroad tracks or airports or easements or boundaries or rights of way, proximity to adjoining properties or neighborhoods or wet lands; thermostatic or time controls, radio controlled devices, automatic gates, elevators, lifts, dumbwaiters, locks, all household appliances & controls & venting, ovens, microwave ovens, refrigerators, dishwashers, disposers; free standing appliances; draperies, blinds & window treatments; concealed window & door flashings, concealed insulation & vapor retarders, determination of Chinese drywall hazards, conditions behind finished surfaces, suitability of chimneys for connected appliances or fuel, chimney condition above smoke chamber, chimney flues and liners; central vacuum systems; through the wall air conditioning; telephone; cable TV, furnace heat exchangers, concealed furnace/boiler parts, oil tanks & underground fuel tanks; solid fuel stoves, space heaters; concealed insulates; insulation effectiveness; fire escapes; code compliance; and auxiliary electrical systems which are not part of the primary electrical distribution system. The inspection for Building Code and Zoning violations and permit history, sufficient capacity for intended use and legality of any building improvements or additions are excluded. **Note: Testing for radon gas & water quality is available upon request for an additional charge. Inspection of the excluded items should be performed, detected and evaluated by other specialists of your choice and hire.**

6. No testing or inspection is included in the home inspection for wood destroying insects, household pests or damage from insects. Your due diligence should include hiring a licensed pest control company to inspect the home **NOW**. **SI** will document any observed pest activity or conditions conducive to pest activity strictly as a courtesy.

7. The results of the limited inspection and information contained in the **report** are based upon observations of **readily accessible** and **observable** areas **on the date of inspection only** and in conformance with the **Commonwealth of Massachusetts 266 CMR 1.00 through 11.00**. **The report is not a guaranty or warranty against future defects in the inspected property.** Homeownership brings with it the certainty that failures and repairs will occur, your home inspector will not be able to predict all such occurrences.

8. In any instance where there is a specific concern either by the **Client** or as raised by **SI**, the **Client** is advised to secure further evaluation and repair/replacement costs from an applicable licensed & insured contractor or specialist **NOW**, before proceeding with any purchase.

9. The inspection and **report** are in no way to be considered as a **warranty, guaranty, or insurance policy** expressed or implied, regarding the condition of the inspected property, hidden or latent, defects and/or end use of the property. **SI** is not liable or responsible for problems which cannot reasonably be discovered by a limited inspection. The **Client** acknowledges that certain components may function consistent with their purpose at the time of inspection, but due to their nature are subject to change or deterioration without notice. No destructive testing will be performed. The **Inspector** does not remove personal items; disturb finished surfaces, insulation, soil, snow, ice or debris which obstructs visibility of inspected areas or components. The **Inspector** does not enter areas which may be dangerous or inaccessible, nor perform any procedure which may damage the property or its components. **SI** will not operate any component which is **shutdown** or otherwise inoperable.

10. The **Client** understands that it is impossible to accurately predict when any item or component in the premises which is the subject of this agreement may need replacement or repair. The **Client** understands that this is due, in part, to the fact that previous owners may or may not have maintained and serviced the systems or components properly and that problems are time related. The **Client** understands that because of many variables, components working at the time of inspection may not necessarily function correctly in the future.

11. If any part of this contract is declared invalid or unenforceable by any court or 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 part.

12. It is strongly recommended that the **Client** attend and participate in the inspection for valuable information exchange about the condition of the property and maintaining its value. The **Client's** presence and questions during the inspection are crucial to understanding the final **report** and to 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 become part of the inspection **report**, and acceptance of the inspection **report** will constitute the acceptance of the terms and understanding of the above.

13. **SI** does not make any recommendations as to whether or not the **Client** should purchase the home, the fair market value, or fairness of the price. **SI** 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** attempt to "rate" the home as a whole.

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

15. The **Client** has been informed that the inspection is not a substitute for a **PRE SETTLEMENT WALK-THROUGH** as conditions can change between the day of inspection and the day of settlement.

16. The **Client** has agreed to assume all the risks for all conditions that are concealed, not *readily accessible* or *obstructed* from view at the time of inspection or exists in any area excluded from inspection. In addition, the **Client** has agreed that inspection of the excluded items shall be performed, detected and evaluated by "other specialists of their choice and hire.

17. The **Client** has agreed to perform due diligence regarding the recommendations made in this *report* and further that estimated cost to repair and/or replace items recommended be secured 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.** Any item noted as a **SAFETY HAZARD** should be repaired **NOW**.

18. The **Client** has agreed that **SI** shall be indemnified and reimbursed by the **Client** for its respective counsel fees, costs, expenses and efforts in defending against any civil action, where the **Client** does not prevail in a court of competent jurisdiction. Further, the **Client** agrees to indemnify and hold harmless **SI** from subrogation.

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

20. The **Client** has agreed that if the home inspection is for reasons **NOT PERSUANT TO THE SALE OF THE PROPERTY**, or if the number of dwelling units in the building exceeds five, that the limit of liability to **SI** and its employees be limited to the cost of the inspection.

21. The **Client** has agrees that the copyrighted *report* issued under this agreement is confidential and for the exclusive use of the **Client**. The *report* is for the sole use of the **Client**, and may not be transferred, assigned to or relied upon by any third party. **ALL COPYRIGHTS ARE RESERVED.** The **Client** shall indemnify and hold harmless **SI** from losses, liabilities, damages, and penalties and related costs and expenses (including reasonable attorney's fees) related to third party lawsuits.

22. In consideration for the inspection, the **Client** agrees to pay **SI** its fees, which are specified below. Payment is due in full when the inspection is performed, and shall constitute acceptance of the terms and conditions of this Agreement. It is understood and agreed to by the parties hereto that all the provisions, limitations, exceptions, and exclusions of this Agreement shall apply to any optional services entered into by the parties. The **Client** agrees that payment not received within 10 days will be subject to a finance charge of 1.5% per month.

23. **Client understands that the use of the thermal imaging camera is not x-ray vision. Inspections performed at different times of year (day) could provide different results do to temperature differences, solar loading, wind, moisture content, etc... The use of the thermal imaging camera does not provide any guarantees, warrantees or proclaim to find all hidden defects.**

\$ _____ Basic Inspection fee
\$ _____ Other Services: Radon, Water Quality Analysis
\$ _____ Other: _____
\$ _____ **Total Fee**

THE CLIENT HAS READ THE TERMS OF THIS CONTRACT AND ANY QUESTIONS THE CLIENT HAS HAVE BEEN FULLY AND SATISFACTORILY EXPLAINED. THE CLIENT CLEARLY UNDERSTANDS AND ASSENTS TO ALL THE ABOVE TERMS AND LIMITATIONS EXPRESSED HEREIN.

Client Signatures(s) _____ **date** _____ **Terry Grube, President Seacoast Inspections**

Client Signatures(s) **E-mail report should be sent to:** _____

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

SEACOAST INSPECTIONS LLC. 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.