

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: _____ Account No. _____

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 provided by **SI** are based on a visual inspection of the *readily accessible* areas and functioning systems of the subject property as observed at the time of inspection only. The inspection and Report are made in conformity with the Standards of Practice of the **American Society of Home Inspectors (ASHI®)**, and the **Commonwealth Of Massachusetts 266 CMR 1.00 through 11.00**. The inspection and Report are limited in nature by the terms, exclusions and limitations as stated in the Standards of Practice and this Contract. This inspection and Report are limited to the major structural and major mechanical systems of this property as outlined in the Standards of Practice. A copy of the Massachusetts Standards of Practice and the ASHI® Standards of practice are available for viewing at www.seacoastinspections.com and at www.ashi.com.

2. **SI** will provide a Report within ten (10) days of the initial inspection. The Report is intended to disclose to the **Client** major defects that could significantly affect the **Client's** assessment of the house, and is essentially a professional "second opinion or snapshot" of the house as of the date of inspection only. **SI** will use reasonable efforts to document visual observations and make recommendations based on knowledge, experience, and training; but **SI** is not responsible or liable for problems which cannot be reasonably discovered in a limited inspection. The inspector's primary concern is to use accessible and visible clues combined with training and experience to discover major and unsafe conditions, so that the **Client** can make his or her own evaluation of the overall condition of the home. The inspector will not Report on every minor problem or condition in the building. Any reference to minor sub-systems and/or components is solely for the **Client's** further information and requires further evaluation. Cosmetic deficiencies are to be considered as obvious as an exhaustive listing is beyond the scope of this inspection.

3. This is not an engineering survey or architectural assessment of the property. The inspector is a generalist with limited knowledge across many fields, and is not to be considered an expert in any specific field. **SI** will not estimate the scope or cost of any needed repairs. The true cost of repairs should be determined by communicating with appropriate contractors, tradesmen or experts. In an inspection of this limited scope and nature it would be impossible to find every defect in a house; virtually every property will have problems not identified in this type of Report. Items such as, but not limited to, windows and doors, light switches, wall outlets, hardware and locks are checked on a random sample 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 to provide written assurance of function.

4. This confidential inspection Report is for the exclusive 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 all related costs and expenses (including reasonable attorney's fees) related to third party lawsuits.

EXCLUSIONS AND LIMITATIONS

5. **The following areas and items should be performed, detected, and evaluated by other specialists of your choice and hire as they are NOT INSPECTED OR TESTED AND ARE EXCLUDED FROM THE REPORT:** assurance of dry basements or against roof leaks, repair cost estimates or building value appraisals, system or component life expectancy, adequacy or efficiency of systems or components, lead paint; urea formaldehyde; radon gases; asbestos; algae, mold, mildew, any and all environmental hazards and defects; odors or noise, hazardous waste, PCB's, toxins, flammable chemicals, proximity to toxic waste sites, sheds, insects, outlets blocked by furniture or appliances, electromagnetic fields, security devices and systems and alarms; intercom systems, smoke alarms and fire systems, sprinkler systems; solar installations; private water supply & quality; filtrations systems, water purifiers or softeners, private waste disposal and flood prevention systems; swimming pools and equipment; spas, hot tubs, saunas, steam baths, 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; free standing appliances, central vacuum systems; through the wall air conditioning; telephone; cable TV, furnace heat exchangers, concealed furnace / boiler parts, underground fuel tanks; chimney flues and liners; solid fuel stoves; concealed wiring; flooring beneath carpeting, winterized systems, recalled components, concealed insulates; insulation effectiveness; fire escapes; code compliance; and auxiliary electrical systems which are not part of the primary electrical distribution system. **Testing for radon gas & water quality is available upon request for an additional charge.**

6. No testing or inspection is included in the home inspection for wood-destroying insects, household pests or damage from insects. We strongly recommend that you have a licensed pest control specialist perform this service **NOW**, prior to signing the final purchase and sale agreement.
7. The results of the inspection and information contained in this Report are based upon observations of visible, accessible areas on the date of inspection. **The Report is not a guaranty or warranty against future defects in the inspected property**, it is only an evaluation of conditions as of the date of inspection. Homeownership brings with it the certainty that failures and repairs will occur, your home inspection 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 from a contractor or other professional specializing in the particular area in question before proceeding with any purchase.
9. This home inspection shall not be construed as a compliance inspection of any building codes or other governmental or non-governmental codes or regulations, but may note any apparent violation seen. No opinion is given relative to the legality of any building improvements, additions, alterations or the correctness of solid fuel stove installations.
10. This 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 or any hidden or latent defects. **SI** cannot be responsible for problems which cannot reasonably be discovered by a limited inspection of this nature. The **Client** acknowledges that certain components may function consistent with their purpose at the time of this 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 shut down or otherwise inoperable.
11. 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. The **Client** understands that because of many variables, components working at the time of inspection may not necessarily function correctly in the future.
12. 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.
13. 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.
14. **SI** does not make any recommendations as to whether or not you should purchase the home, the fair market value, fairness of the price, or the cost of any anticipated repairs. We comment on each individual system and major component of the home but **NOT** attempt to "rate" the home as a whole.
15. It is the responsibility of the **Client** to provide safe access to the home and applicable common areas; and to make sure that utilities are on at time of inspection. The **Client** has been informed that a trip charge and hourly fee will be charged for a "return visit inspection."
16. 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.
17. The **Client** has agreed to assume all the risks for all conditions that are concealed 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.
18. 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 investment**. Any item noted as **UNSAFE, FIRE HAZARD, ELECTRICAL HAZARD, SANITARY HAZARD, TRIPPING HAZARD, RISK OF PERSONAL INJURY** or **URGENT** should be repaired **NOW**.
19. **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.
20. The **Client** has agreed that the inspection of detached buildings (sheds, garages, barns, etc.) is **EXCLUDED** from the inspection and report unless separately contracted.
21. 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. _____
22. The **Client** has agrees that the copyrighted report issued under this agreement is for the sole use of the **Client** and is not assignable. Further, it shall be considered confidential.

