

# INSPECTION AGREEMENT(MA)

Property to be inspected:

Street Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Client 1 Name: \_\_\_\_\_ Client 2 Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact #: \_\_\_\_\_ Contact #: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

1. This is an agreement between King Inspection Services, LLC(hereinafter: KIS) and the above listed client(s) (hereinafter: client) for the performance of a home inspection as defined by the State of Massachusetts in the Massachusetts Standards of Practice for Home Inspectors CMR 266(hereinafter: SOP) in exchange for the listed fee on this agreement. Massachusetts CMR 266 shall be considered a part of this agreement. A copy of CMR 266 is attached to the inspection report and available at: [www.mass.gov/law-library/266-cmr](http://www.mass.gov/law-library/266-cmr).

2. The home inspection to be performed pursuant to this agreement is a limited, visual review in accordance with the SOP of defined applicable properties represented solely in a written evaluation of the readily accessible SOP defined components as listed in CMR 266 less any SOP exclusions and or any inspection report listed exclusions/reported limitations.

3. Readily Accessible is defined as capable of being reached quickly for visual inspection without requiring the Inspector to climb over or remove any personal property, to dismantle, to use destructive measures, to resort to portable ladders and/or any action which will likely involve risk to persons or property as determined by the home inspector.

4. Client agrees not to use any KIS ladders or equipment and agrees to inform all client related persons or guests at the inspection not to use and KIS ladders or equipment and understands if such is done it is without the consent of the inspector and in doing so you assume all liability related to such use or resulting injury or damage and relieve the inspector of any liability.

5. Client agrees and understands that a home inspection is limited and cannot reveal or report on all defects or components of a property and that a home inspection is not required to reveal or report on all defects or components of a property per the SOP.

6. A home inspection only reports on items listed in the SOP(where applicable and not excluded for reasons listed in the SOP or report). The following items/issues, such as but not limited to, are not part of a home inspection: mold, asbestos, lead paint, environmental hazards, building code, soil conditions, engineering evaluation, technical analysis/investigations, concealed issues, latent defects or not evidenced or observable during the inspection.

Initials \_\_\_\_\_ / \_\_\_\_\_  
Client 1 / Client 2

# Inspection Agreement

Continued

7. Condominiums, Townhouses and Subdivisions with Common Areas: Common areas(e.g., walls, foundations, roof, garage, laundry, pools, walkways, driveways, water management areas, mechanical, heating, water heaters, exterior grounds, exterior structure, exterior systems or any other shared areas) typically under the jurisdiction of the home owners' association or otherwise not specific to the unit inspected will not be inspected and are not part of the inspection. Any comments made on such areas will be considered gratuitous and done for no consideration and do not modify the aforementioned agreement that common areas are not inspected or reviewed as part of this inspection in any way.

8. Dispute Resolution: Any dispute, controversy , interpretations or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under Arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall elect an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct judgment motions and enforce full discovery as a court would, as provided in state code for civil procedure. The decision of the Arbitrator Appointed there under shall be final and binding judgment on the award may be entered in any court of competent jurisdiction. Items Not Inspected: Any items not inspected should be inspected by a qualified professional. Failure to do so indicates your acceptance of the risk associated with the purchase of non-inspected items.

9. Return Visits Fee: Returns visits to the property, are not included with the fee charged for this inspection.

10. Limitation of Liability: For commercial properties(all) or for residential properties with greater than 4 units under 1 roof, liability for the inspector is limited to the inspection fee.

11. Merger Clause: KIS and the client intend this statement of their agreement for the performance of and issuance of a home inspection report to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements or reporting of any whatsoever kind or nature. The parties agree that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. The parties did not/will not rely upon statements or representations not contained within this agreement or inspection report.

12. Clients agrees and understands that a home inspection is not a warranty, expressed, or implied on the property or its systems or future performance nor it is a warranty of merchantability of fitness for a particular purpose.

If any provision of this agreement is found invalid by a authority having jurisdiction the remaining provisions shall remain in effect.

Inspection Date: \_\_\_\_\_ Inspection Fee: \_\_\_\_\_ Job #: \_\_\_\_\_

King Inspection Services, LLC: \_\_\_\_\_ Date \_\_\_\_\_

Client 1 Signature: \_\_\_\_\_ Client 2 Signature: \_\_\_\_\_

Client 1 Printed: \_\_\_\_\_ Client 2: Printed: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Send a copy to your (buyer's) agent? Yes / No