



I-Spy Home Inspection LLC
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www.I-SpyHomeInspection.com

INSPECTION CONTRACT

This is a legally binding contract superseding all previous communications
PLEASE READ THIS AGREEMENT CAREFULLY

NAME OF CLIENT (S): _____

ADDRESS OF INSPECTED PROPERTY: _____

DATE OF INSPECTION: _____

SCOPE OF INSPECTION

- The inspection services and report provided by **I-Spy** are based on a visual inspection of the **readily accessible** areas of the subject property as observed at the time of inspection only. The inspection and report are made in conformity with the MA Standards of Practice 266 CMR 1.00 - 11.00 . A copy can be obtained at www.state.ma.us/reg/boards/hi/cmr/26606.htm The report is intended to disclose to the client major defects that could affect the clients' s assessment of the property, and is a professional " second opinion or snapshot" of the property at the time of inspection only. **I-Spy** will use reasonable efforts to document visual observations and make recommendations based on knowledge, experience, and training. The inspector is not liable for problems which cannot be reasonably discovered in a limited inspection. The primary concern is to use accessible, visible clues to discover major and unsafe conditions, so the client can make his or her own evaluation of the overall condition of the property. The inspector will not report on every minor problem or condition of inspected property.
- 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 to be an expert in any specific field. **I-Spy** will not estimate the scope or cost of any needed repairs. The true cost of repairs should be obtained by a contractor or expert in a specific field. It is impossible to find every defect in a home . Every property may have problems not identified in this type of report. Items such as but not limited to, windows, doors, switches, outlets etc. are checked on a sample basis. Oftentimes these items are not accessible due to personal belongings. If a system is shut down, such as an A/C system in winter, the client should ask the seller to provide written assurance of function.
- This inspection and report are limited to the major structural and major mechanical systems of the property as outlined in the ASHI and MA Standards of Practice for Home Inspectors. References made about minor sub-systems is solely for the clients further understanding of a system or component. Cosmetic defects are to be considered obvious and an exhaustive listing is beyond the scope of this inspection.
- 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 **I-Spy** losses, liabilities, damages, penalties and all related costs and expenses (including attorney's fees) related to third party lawsuits.

EXCLUSIONS AND LIMITATIONS

- 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 roof leaks, repair costs or building appraisals, system or component life expectancy, adequacy or efficiency, lead paint, urea formaldehyde, radon gases, asbestos, algae, mold, mildew, water or airborne related hazards, odors, noise, hazardous waste, PCB's, toxins, flammables, proximities to waste sites, railroad tracks, electromagnetic fields, airports, wetlands, sheds, insects, rodents, security systems, intercoms, smoke, fire, carbon monoxide alarms, solar power, private water & sewer systems, filter systems, pools, spas, hot tubs, saunas, steam baths, fountains, flood prevention systems, geological or soil testing, hydrological stability, ground water analysis, adjoining properties, easements, property lines, thermostatic and timing controls, radio controlled devices, auto gates, elevators, dumbwaiters, locks, appliances, central vacuum systems, wall & window A/C, telephone, cable, internet, low voltage systems, furnace heat exchangers, concealed mechanicals, underground fuel tanks, chimney flues, liners, solid fuel stoves, winterized systems, recalled components, concealed insulates, fire escapes, means of egress, **code compliance**.
Testing for radon gas is available upon request for an additional fee.
- The inspection for wood destroying insects is limited. We recommend that you hire a certified pest control company to inspect for any household pests.
- The results of the inspection are based upon observations of visible, accessible areas, components on the day and time of inspection. **The Report is not a guaranty or warranty against future or hidden defects related to the inspected property.** Homeownership brings with it the certainty that failures and repairs will occur, your inspection will not predict all such occurrences.
- In any instance where there is specific concern by the client or by the home inspector, the client is advised to secure further evaluation from a licensed contractor or specialist in the field of concern before purchase of property.
- This inspection and report shall not be construed as a code compliance inspection, but may note any apparent violation seen. No opinion is given relative to the legality of any building improvements, additions, alterations.
- No destructive testing will be performed. The inspector does not remove personal belongings, move furniture, insulation, ceiling panels, soil, snow, or any debris that may obstruct the view of item or component. Areas are not entered which may be dangerous or not readily accessible or perform any procedure that may damage the property or components. Any item/component that is shut down is not tested.
- The client should understand that it is impossible to accurately predict when an item/component may need replacement, repairs, because of many variables. Components/items that are working at the time of inspection are subject to failure without warning. Regular maintenance and upkeep of items/components can reduce these problems. Home warranties are available and recommended. Consult with your realtor for more information about Home Warranties.
- It is strongly recommended that the client attend and participate in the inspection process for valuable information about the property condition and maintaining it's value. The clients presence and questions during the inspection are crucial to understanding the report and the clients ability to arrive at a conclusion about property's condition. If the client is not present , this agreement will become part of the report, and acceptance of report will constitute the acceptance of the terms and understanding of this agreement.
- I-Spy** does not make any recommendations as to whether or not you should purchase the property, the fair market value, fairness of the price, or the cost of any repairs. Each item/component is rated individually. The property is not rated as a whole or on a scale.
- It is the responsibility of the client to inform the seller or realtor to provide safe access throughout the home and to make sure that all utilities are on. There will be a fee if a return visit inspection is requested ,to evaluate any item that was off or not completed.
- In consideration for the inspection, the client agrees to pay **I-Spy** the fees, which are specified below. Payment is due in full upon completion of the inspection, and shall constitute acceptance of the terms and conditions of this agreement.

\$ _____ **Basic Inspection**
 \$ _____ **Radon Air Test**
 \$ _____ **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 CLEALY UNDERSTANDS AND ASSENTS TO ALL OF THE ABOVE TERMS AND LIMITATIONS EXPRESSED HEREIN.

Client Signature

Date

Richard D. Aiello MA LIC. # 29

Client Signature

Client Email