

ABBAY BUILDING INSPECTORS

313 E. Riding Drive Carlisle, MA 01741

978-369-7017

www.abbeyhomeinspections.com

Thank you for calling regarding a property inspection.

After you read this letter, please scroll down to page 2 & 3 for the **Inspection Agreement**, which all purchasers (yourself, partner, spouse, etc.) are required to sign. Can you please complete it and bring with you to the inspection? **There is no need to fax or email it back.**

Inspections are performed according to the **Standard of Practice of the American Society of Home Inspectors (ASHI)**, which can be obtained from the ASHI website WWW.ASHI.COM. In ASHI's homepage, click *STANDARD OF PRACTICE* in the *CONSUMER RESOURCES* box.

Payment is due at the time of inspection via cash or check. **Reports cannot be released until payment is received.**

* For single-family residences up to \$550,000, the inspection fee is \$495.00 for the first 3 hours on-site (inspecting and documenting), plus \$25 per ¼ hour for any time beyond 2 hours, if necessary. For homes priced over 550,000, most commercial and multi-family properties, the fee is a flat rate of 1/10 of 1% of the listing price, unless another fee structure has been negotiated.

In Boston or urban areas, if street parking is unavailable, Parking Lot charges may be added to the inspection fee.

*If the inspected property has any flat roofs, such roofs can only be inspected if accessible via roof hatch or skylight, roof deck or, a 28-foot extension ladder (suitable for most roofs up to two stories). If a flat roof is inaccessible by one of these methods, you may wish to have it inspected by a roofing contractor of your choice, or request the seller to have it certified by a roofing contractor.

A **Radon Test is \$150**, should you desire one using a continuous monitor CR. A canister test is also available for the cost of the kits. The kit is not tamper proof like the monitor is.

Should you have any questions please feel free to call me. c. 508-864-4924

I look forward to meeting you at your reserved appointment time.

Very truly yours,

ABBAY Building Inspection, Inc.

Albert Innamorati, Pres.

ASHI Cert. No. 30599, MA DEP Cert. No. 421

ABBEY Inspection Services Inc.

Residential/Commercial/Industrial

NOW COMES, ABBEY Inspection Service Inc. , a Massachusetts Corporation, of P.O. Box 193, Carlisle, MA 01741, who does on this _____, 2015 enter into contract with _____ hereinafter referred to as CLIENT, for a home inspection of property described as follows, _____, MA according to the terms and limitations set forth herein, in exchange for the payment of \$495.00 dollars to said ABBEY Inspection Services, INC (hereinafter referred to as INSPECTOR); CLIENT does hereby agree and does pay a deposit in the amount of \$450.00, which is non-refundable, and is earned by virtue of the scheduling of this inspection; Said deposit to be subtracted from the inspection fee stated above. The INSPECTOR must receive payment in full upon Completion of the on-site inspection. Re-inspection fee of \$175.00 for any item or component that is not operational at the time of the original inspection shall be paid upon return trip (accept in Carlisle, MA where this fee is waived).

2. SCOPE OF INSPECTION: Unless otherwise inconsistent with this Agreement or not practical, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the State of Massachusetts posted here <http://www.mass.gov/ocabr/licensee/dpl-boards/hi/regulations/rules-and-regs/>. Although INSPECTOR agrees to follow MA Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of Radon in air — a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations. Special inspection terms, if any are as follows: Water Quality and Radon Water.

3. INSPECTION REPORT: CLIENT Understands and Voluntarily Agrees that INSPECTOR shall perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

4. REPORT DISCLOSURE: The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components.

5. EXCLUSION OF WARRANTY. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected pursuant to this Agreement, is a log home, log structure or similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects that are not visible by an exterior visual inspection.

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6. LIMITATION OF LIABILITY: INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT agrees and acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive (except in MA where this does not apply). CLIENT waives any claim for consequential, exemplary, special or incidental damages for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

7, LIMITATIONS. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, save for a license to perform home inspections.

8. CLAIMS. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or Liability of any kind.

9. JURISDICTION. The parties agree that exclusive jurisdiction for the interpretation and or enforcement of this Contract, or any remedy related to the performance of this Contract, shall be vested exclusively in the Courts of the Commonwealth Of Massachusetts which have subject matter jurisdiction, and venue fixed to the location where INSPECTOR has its principal place of business. In the event that CLIENT fails to prevail in client's claim(s) against INSPECTOR, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

10. SEVERABILITY. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in full force and effect.

11. EXCLUSIVE TERMS. This Agreement represents the entire agreement between the (www.abbeyhomeinspections.com) parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

12. COLLECTION TERMS. Payment of the full fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and other expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

13. ASSIGNMENT. This Agreement is not transferable or assignable.

14. SEPTIC AND WELL EVALUATIONS. The inspection of the septic system and or well is limited to a review of documents provided by the client and certified by others. This evaluation is based primarily on documents and approvals by third party Inspection Company licensed in MA. Water quality analysis, radon in water and radon in air samples will be taken onsite and delivered to a State of MA certified lab either directly by the inspector or by overnight mail. (When applicable)

Client ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

_____ Date _____

Client

INSPECTOR, BY ITS AGENT,

Albert Innamorati _____ Date _____

Albert Innamorati ASHI Inspector

Email Address abbeyinsp@comcast.net