



BONSAI Inspection Company

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AN AGREEMENT

What you will receive:

In exchange for the payment fee of \$ _____, Bonsai Inspection Company ("Bonsai") agrees to perform a Home Inspection in accordance with 266CMR 6.00 - the Massachusetts "Standards of Practice" for Home Inspection ("the Standards"), and provide a confidential written Report prepared solely and exclusively for the undersigned Client, and, ← If checked, provide Termite/Wood Destroying Insect inspection Form NPMA-33.

Your responsibilities: You are being provided a printed copy of the "Standards", and the "Definitions" (266 CMR 2.00). The Commonwealth of Massachusetts has designated eleven questions **that should be asked by you, the Client, of the Seller(s)**, as the answers to these questions may be relevant to your purchase and may not be readily observable by inspection. These questions can be found on the cover page of your Report, and in section 6.03(4) of the Standards. **Bonsai strongly recommends:** You review your completed Report carefully, and: Ask any questions you may have with your Inspector, the Seller(s), and/or the Seller's Representative, and that you follow up on any/all items/components/systems checked R, D, Δ, NA; or those not included in your Report, prior to continuing your purchase. Also, that you verify the presence of any permits on file with the local building department for modifications/updates that have been performed on this property that you may be aware/not aware of.

Limitations and Exclusions: There are certain risks inherent in the purchase of a property and a Home Inspection is inherently limited in its scope and depth. The information gained from a Home Inspection conforming to the Standards may reduce some of those risks, but this Home Inspection is **not** intended to, nor capable of providing protection from all of the risks involved. Except where required by the Standards, the Inspection and the notations in your Report are on a **Readily Accessible and Observable** basis only - **Bonsai does not report on any item that is not Readily Accessible or Observable at the time of this Inspection.** Bonsai makes no representation, implied or otherwise, concerning the condition of non-Readily Accessible or Observable areas, components, or portions of components, including (but not limited to): hidden or concealed damage, and undiscovered latent or intermittent defects. Bonsai will not: move or climb over furniture/storage/appliances/personal items of any kind, lift ceiling tiles, remove wallpaper/siding/insulation/floor coverings, probe into or dismantle any component, move mulch/soil/heavy vegetation, or see through walls. Bonsai will not enter any: Attic, Under Floor Crawl Space, area(s) or component(s): that are wet, insufficiently lighted; where any dimension of the opening or interior is less than 30 inches, that has a non-Readily Operable Access Panel, that will damage any finished surface, where entry may damage the property, or where Dangerous or Adverse Situations are present or suspected. Bonsai will not operate any system or component that is Shut Down.

Please observe all sub-categories labeled "**Exclusions**", as well as **Sections 6.05 "General Exclusions" and 6.06 "Prohibitions"** of the Standards, as these items/components/systems are **excluded** from this Inspection. Additionally, unless specifically **commented upon** in the Report, the following areas/components/systems are **excluded** from this Inspection (**but are not limited to**): mold/air quality testing, radon gas testing, lead paint testing, determining the presence or absence of 'Chinese Drywall', sewer/septic systems, wells, water conditioning systems, water quality testing, furnace heat exchangers, operation of emergency shutoffs, electronic air filters, humidifiers, fuel storage tanks, gas logs, sheds/outbuildings, pools/pool equipment/coping, CATV/telephone/network interfaces, USB ports, security/fire systems, smoke/carbon monoxide detectors, fire escapes, elevators, intercoms/radios, sprinkler/irrigation systems, bathtub/sink overflow devices, toilet wax rings, hot tubs, jacuzzi heaters, fencing/trees, soil and geological conditions, sea walls, central vacuum systems, window air conditioners, Instant Hot systems, sensory or landscape lighting, deicing equipment, paint/wallpaper, cosmetic damage/normal wear and tear, pet stains/odors, window treatments, underground or underground portions of components, antennas/surge suppression devices, ponds/fountains, recreational equipment, storm windows/doors, screens, awnings, closet shelving, window air latches, solar equipment, chimney flue interiors, cesspools/drywells/interior floor drains/exterior drains.

Bonsai is not an insurer or guarantor against defects, and makes **no guarantee or warranty**, express or implied, as to the **future performance, expected lifespan**, fitness of use, condition, or adequacy of any component or system. Bonsai assumes no responsibility for the costs associated with any component/system identified as in need of maintenance/repair/replacement in the Report, or the accuracy, opinions, or findings of any other Inspector/Company. **Bonsai does not make an assessment of compliance with current residential or building codes**, except where required by the Standards, and is not responsible for determining the repairs/corrections needed to satisfy such codes. In the event that You believe the condition of a component has not been accurately described, You agree to: (1) Notify Bonsai in writing and prior to any repairs, alterations, or modifications, with the exception of emergencies, and (2) Provide access to the subject property, if requested by Bonsai.

Additional restrictions: The weather can and may affect your Inspection. Bonsai cannot simulate weather conditions other than those present during the Inspection. Your Inspector will not: shovel/move/traverse over or through snow/ice/mud and **will not return** to the site to reevaluate components under different weather conditions (reinspection fee applies). **Furniture** may render some: Ceilings, walls, floors, doors, electrical receptacles, and heating/air conditioning registers not Readily Accessible or Observable. **Air conditioning systems** and Whole House Fans are not operated between Nov. 1st and May 1st or when the outside temperature has dropped below 60F during the previous 24hrs. **Central air conditioning/furnace combos and heat pumps** will be tested in **one mode only** (Heat or Cool) to prevent possible system damage. **Kitchen appliance** testing includes permanently installed appliances only and for basic power up only. **Washers/dryers** are not included (unless requested), and units are empty. Operation/testing of **windows, electrical outlets, and cabinets** will be limited to a representative number of each type, where required by the Standards. All exterior/roofing inspection will be done from ground level. **Exterior receptacles and lighting** are limited to only those units attached to home or garage. Bonsai will not enter/inspect rooms that are locked or contain sleeping persons. Bonsai reserves the right to exclude any area/component if occupants/tenants are present, and Inspection could disturb/disrupt, or is denied by, such persons.

The Client signing this agreement warrants and represents to Bonsai that he/she is expressly authorized to sign this Agreement by the spouse or other person/entity purchasing the property in question. If the Client is not present for the Inspection, then this Agreement becomes part of the Report and acceptance of such Report and payment constitutes an acceptance of the terms in this Agreement. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement.

I have read, understand, and agree to all terms and conditions of this agreement, and wish to proceed.

Print name _____

Signature _____

Date _____

I acknowledge receipt of printed copies of: The Standards (266 CMR 6.00), Definitions (266 CMR 2.00), and Energy Audit info (266 CMR 8.00) _____ (initials)

Radon gas testing, mold assessment, water quality testing, and above-ground heating oil tank evaluation services are available by request - please inquire