



MKC Associates, LLC  
Property Inspection Agreement

**1. General; Fees.** This is an agreement between \_\_\_\_\_ (the "Client") and MKC Associates, LLC ("MKC"). The Client requests that MKC conduct a property inspection of the premises located at \_\_\_\_\_, MA (the "Property Inspection") and prepare a property inspection report in connection with the Property Inspection (the "Property Inspection Report"). The Property Inspection shall take place on \_\_\_\_/\_\_\_\_/\_\_\_\_, and the Client requests that the Property Inspection Report be prepared within 48 hours of the time of the Property Inspection. The Client warrants that permission has been obtained from the owner of the premises to be inspected. The client agrees to pay at the time of the inspection a fee of \$ \_\_\_\_\_.00 to MKC covering the Property Inspection and preparation of the Property Inspection Report. Should the client fail to timely pay the agreed upon fees in full, MKC may withhold the Property Inspection Report.

**2. Standards of Practice; Scope of Inspection.** The Property Inspection will be performed, and the Property Inspection Report will be prepared, in accordance with the Massachusetts Standards of Practice located at MA 266 CMR 1.00 - 11.00, which are incorporated herein by reference and hereby made a part hereof (the "Standards"). All terms used herein and not otherwise defined shall have the meaning set forth in the Standards. The Standards can be found at: <http://www.mass.gov/dpl/boards/hi/cmr/26606.htm>. The website where the Standards can be found will also be provided in the Property Inspection Report, and a hard copy of the Standards will be provided to the client upon request.

The Property Inspection is meant to provide the client with a better understanding of the condition of certain readily accessible installed systems and components of the property at the time of the Property Inspection. The Client understands that the Property Inspection and Property Inspection Report are based on the visual observations of the inspector of readily accessible areas and does not include or report on inaccessible areas.

In the event that the inspector recommends that the Client consult with a pest control contractor or other specialized expert(s), the Client must do so at their own expense, assume all risks associated with a failure to contact said pest control contractor or other specialized expert(s), and the inspector and MKC shall not be responsible for the work or recommendations of said pest control contractor or other specialized expert(s).

This Property Inspection Report is not intended to be an inducement to encourage or discourage the purchase or sale of the property and the conclusions and recommendations of the inspector are only those contained in the Property Inspection Report, not any oral remarks that may be made by the inspector during the Property Inspection.

**3. Exclusions.** Please carefully read the exclusions set forth in the Standards, because the Standards contain important information regarding exclusions from the Property Inspection and Property Inspection Report.

**4. Warranties.** There is no express or implied warranty of any kind regarding the condition of the property or any of the items or systems contained therein, or as to the future performance or expected lifespan of any of the items or systems contained therein, whether or not mentioned in the Property Inspection Report. This is a limited inspection only, and this Agreement, the Property Inspection and the Property Inspection Report do not constitute a general warranty, an insurance policy, a certification or a guarantee of any kind. Should the Client discover unfavorable conditions that the Client suspects had been overlooked or not reported on at the time of the Property Inspection, the Client agrees to notify MKC within thirty (30) days of said discovery and allow MKC access to the property to inspect said conditions.

**5. Confidentiality.** This Property Inspection is being performed, and the Property Inspection Report is being prepared, for the Client's sole, confidential and exclusive benefit and use, and may not be transferred or assigned to any third party. If the Client directly or indirectly allows or causes the Property Inspection Report or any portion thereof to be disclosed or distributed to any third party, the Client agrees to indemnify and hold the inspector and MKC harmless from any and all losses, liabilities and related costs and expenses, including reasonable attorneys' fees, arising out of claims or actions based on the Property Inspection and/or the Property Inspection Report brought by a third party or third parties.

**6. Arbitration.** Any dispute concerning this Agreement or arising from the Property Inspection or the Property Inspection Report (unless based on the non-payment of fees) shall be resolved by binding, non-appealable arbitration conducted in the Commonwealth of Massachusetts in accordance with the rules of the American Arbitration Association. The parties shall mutually agree upon one (1) arbitrator who shall have at least ten (10) years experience in the home inspection industry. The fees and expenses of arbitration, including the fees and expenses of the arbitrator, shall be borne by the party deemed responsible by the arbitrator except that, the party filing for arbitration shall be responsible for all filing fees. At the arbitration, the arbitrator may consider all claims that would have been available to the parties in a court of law, including, but not limited to, claims for lawful attorneys' fees and multiple damages, where provided by statute. The Client hereby acknowledges that participation in binding arbitration as provided for herein is not intended to limit in any way the costs and damages otherwise legally available to the Client.

**7. Miscellaneous.** This Agreement contains the entire agreement among the parties and supersedes and nullifies all prior agreements and understandings, express or implied, between the parties hereto concerning the subject matter hereof. This Agreement may be modified or amended at any time and from time to time, but only by a written agreement signed by each of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**8. Client's Responsibility.** Pursuant to Section 6.03(4) of the Standards, answers to the questions set forth on the Property Questionnaire attached hereto and hereby made a part hereof should be ascertained by you, the Client, from the Seller and/or the Seller's Representative because they are important and relevant to the purchase of the inspected dwelling and may not be Readily Observable through inspection. There is no legal obligation, duty, or requirement on behalf of the Seller and/or the Seller's Representative to answer the questions set forth on the Property Questionnaire. The Property Questionnaire will also be attached to the Property Inspection Report

By signing below, I agree that I have read, understand and agree to all the terms, conditions and limitations set forth in this Agreement.

Client: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

MKC ASSOCIATES LLC

By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **REQUIRED HANDOUT PURSUANT TO 266 CMR 6.08**

Pursuant to M.G.L. c. 13, s. 97A, and 266 CMR 6.08 Home Inspectors and Associate Home Inspectors are required to provide a document outlining the procedures and benefits of a home energy audit to all Clients purchasing a single-family residential dwelling, a multiple-family residential dwelling with less than 5 dwelling units or a condominium unit in structure with less than 5 dwelling units.

### **CONCERNED ABOUT RISING ENERGY COSTS? MASSSAVE CAN HELP.**

There are so many great reasons to make energy-saving changes to your home—reduced energy costs throughout the year, improved home comfort, and lower greenhouse gas emissions.

- MassSave may provide you a no-cost home energy assessment to identify the energy-saving improvements that are right for you.

- MassSave may provide money toward the cost of purchasing and installing approved energy-saving measures and money-saving rebates when you install qualifying energy efficient equipment.

**Get started today. Call MassSAVE at 866-527-7283 or go to [www.masssave.com](http://www.masssave.com) for more information or to schedule your home energy audit.**