



**BONSAI** Inspection Company  
 112 Woodlands Way \* Abington, MA 02351  
 (781) 760-8162 www.bonsaiinsp.com

**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 exclusively for you, and,  
 ← If checked, perform a separate Termite/Wood Destroying Insect inspection and provide 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.

**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 the Home Inspection is **not** intended to provide protection from all of the risks involved. The Inspection and the notations in your Report are on a **Readily Accessible and Observable basis only - Bonsai does not inspect any item that is not Readily Accessible or Observable at the time of this Inspection.** 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 or inspect any Attic, Under Floor Crawl Space, area(s) or component(s): that is Shut Down, wet, or insufficiently lighted; where any dimension of the opening or interior is less than 30 inches, that requires removal of damaged fasteners, that will damage any finished surface, where entry may damage the property, or where Dangerous or Adverse Situations are present or suspected. Bonsai makes no representation, implied or otherwise, concerning the condition of non-Readily Accessible or Observable areas or components including (but not limited to) hidden or concealed damage, and latent or intermittent defects.

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 testing, 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, sheds/outbuildings, pools/pool equipment, CATV/telephone/network interfaces, security/fire systems, smoke/carbon monoxide detectors, fire escapes, elevators, intercoms/radios, sprinkler/irrigation systems, bathtub/sink overflow devices, toilet wax rings, hot tubs, fencing/trees, soil and geological conditions, central vacuum systems, window air conditioners, Instant Hot systems, sensory lighting, paint/wallpaper/finish treatments, cosmetic damage/normal wear and tear, drapes/blinds/window treatments, underground or underground portions of components, antennas/surge suppression devices, ponds/fountains, recreational equipment, storm windows/doors, screens, awnings, window air latches, solar equipment, chimney flue interiors, cesspools/drywells/floor 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 building codes, and is not responsible for determining the repairs/corrections needed to satisfy such codes, except where required by the Standards. In the event that you believe the condition of a component has not been accurately described, Client agrees to: (1) Notify Bonsai within 14 days of discovery and prior to any repairs, alterations, or modifications, with the exception of emergencies, and (2) Provide access to the subject property. You agree that failure to comply with these conditions will release Bonsai and the Inspector from any and all obligations.

**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). **Central air conditioning systems** and Whole House Fans are not operated between Nov. 1<sup>st</sup> and Apr. 1<sup>st</sup> 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. 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.

**Your Pest Inspection** does not include rodents/roaches/other general pests and is subject to the Limitations as described above and additionally on Page 2 of Form NPMA-33. (No pest inspection is performed unless the box is checked at top)

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.

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

Print name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_

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*