

Confidential Inspection Report

1234 Client Street

Prepared for: Mr. John Smith



Prepared by: Maida Services, Inc.
P.O. Box 12
Hampstead, NH 03841
800-669-3809 msinc1356@comcast.net

This report is the exclusive property of the inspection company and the client whose name appears herewith and its use by any unauthorized persons is prohibited.

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INSPECTION CONTRACT



This report meets Massachusetts State Standards. Maida Services, Inc., agrees to visually inspect and submit a written report of the apparent condition of permanently installed systems and components of the building located at:

1234 Client Street
Anyplace, MA

Date of Inspection: Tuesday, December 15, 2009

The Inspection is conducted for our client according to the following terms and conditions for the sum of \$0.00

BREAKDOWN OF COSTS:

Building/Insect Inspection:	\$0.00	Radon Water:	\$0.00
Lead Paint:	\$0.00	Water Quantity:	\$0.00
Water Quality:	\$0.00	Express Mail:	\$0.00
Radon Air:	\$0.00	Other:	\$0.00
Wood Destroying Insect Inspection Only:	\$0.00		

TERMS AND CONDITIONS

1. **PURPOSE AND SCOPE:** The object of this inspection is to provide a professional, good faith opinion of the apparent condition of structures and systems on the date at the time of observation without regard to life expectancy. The inspection and report will conform to the current Standards of Practice of the American Society of Home Inspectors (ASHI), a copy of which is available upon request.

The inspection is not technically exhaustive, relies on experience and judgment, and cannot alert Maida Services, Inc. or the Client to conditions of the structure which are concealed, not readily accessible or would require cleaning, alteration, excavation or destructive testing.

The inspection and report are for the exclusive use of the Client. No other person or entity may rely upon or utilize the report of Maida Services, Inc. supplied in accordance with the terms and conditions of this contract. Any such utilization by such other person, group or entity shall give rise to no relationship, responsibility and/or liability as between Maida Services, Inc. and such individual, group and entity. In the event that any person, not party to this contract, makes any claim against Maida Services, Inc. arising out of the services performed by Maida Services, Inc. under this contract, the client agrees to indemnify, defend and hold harmless Maida Services, Inc. from any and all damages, expenses, costs and attorney's fees arising from such a claim.

Supplemental information provided in the report or embedded in the report should be considered general in nature and should not be relied upon to be accurate and correct in all applications. Specific causes, methods or correction and estimates should be obtained from qualified contractors.

2. **EXPLANATION OF "APPARENT CONDITION":** Inspected components will be identified and an opinion of their apparent condition will be reported according to the following definitions:

SATISFACTORY	Means that the component or system is functionally consistent with its original purpose but may show signs of wear, aging and deterioration.
MARGINAL	Means that a maintenance need exists or can be anticipated, or that the component is still functioning but due to its visible condition or age, replacement/major repairs should be anticipated.
POOR	Means that there is an immediate need for maintenance or replacement to sustain performance of function and purpose.
CONCERN	A term used to highlight, for the Client's attention, a condition which may adversely affect the integrity of the building or the health and safety of its occupants.

3. EXCLUSIONS AND LIMITATIONIS: The inspection and report issued in pursuance of this contract do not and are not intended to include any of the following (unless the items are specifically included on page 1 of the contract):

- a. an opinion on the property's marketability, insurability or the advisability or inadvisability of its purchase.
- b. a judgment of compliance or noncompliance with any government or nongovernmental code, regulation, covenant or use restriction.
- c. an appraisal of value, land survey, geotechnical evaluation, engineering analysis or directive on a specific method, material or cost for correction of alteration of a condition.
- d. a determination of the presence or absence of contaminates, toxins, carcinogens or harmful substances or conditions such as soil containments, water pollutants, asbestos, formaldehyde, lead, radon and electromagnetic radiation.
- e. detection of damage or infestation by animals or insects such as domestic pets, vermin, birds, wasps and bats.
- f. a judgment of aesthetic conditions such as floor and wall covering, paint, color or general decor.
- g. all other ASHI exclusions.

4. ITEMS EXCLUDED: Opinions about the components and systems listed below will be excluded from the report of inspection:

Kitchen and Laundry Appliances	Security, Smoke and Fire Detection Equipment	Playground Equipment
Storms and Screens	Central Vacuum System	Electronic Devices
Wood Stoves	Hose Faucets	Intercom Systems
Recreational and Leisure Equipment	Spas, Hot Tubs or Whirlpools	Radio and Television Equipment
Water Treatment Devices	Swimming Pools	Trees and Plants
Underground Storage Tanks	Exterior Water Supply System	Telephone System
Mold Testing	Exterior Waste Disposal System	All Other ASHI Exclusions

5. DISCLAIMER OF WARRANTY: Maida Services, Inc. is not an insurer, and therefore makes no guarantees or warranties express or implied as to the merchantability or fitness of the premises for Client's intended use.

6. RIGHT OF REINSPECTION: If the Client asserts that a component covered by the contract was not in the condition reported, the Client agrees to notify Maida Services, Inc. and provide reasonable opportunity for reinspection at least 72 hours before repairing, replacing or disposing of the component. It is mutually agreed that the omission of either verifiable notice or reasonable access for reinspection will void the Client's claim and release Maida Services, Inc. from any liability associated with that claim.

7. CLAIM PERIOD: Maida Services, Inc. and Client agree that any claim arising out of or relating to the performance of this contract by either party must be brought within two (2) years from the date of this inspection or such claim will be deemed waived and forever barred.

8. ARBITRATION: Maida Services, Inc. and Client specifically agree that any and all claims or controversies arising out of or relating to the performance of this contract, or any part thereof, by Maida Services, Inc. its agents or its employees or Client shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and that judgment may be entered confirming such award in any county in which Maida Services, Inc. or Client resides or does business. Arbitration shall proceed before a three person panel of arbitrators, at least one of whom shall be a member of the American Society of Home Inspectors (ASHI).

9. ENTIRE AGREEMENT: This contract constitutes the entire agreement between Maida Services, Inc. and the Client. Any amendments to or modifications of the provisions of this agreement, to be effective; shall be in writing and executed by all the parties hereto.

THIS CONTRACT DEFINES AND LIMITS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING.

MAIDA SERVICES, INC.

CLIENT'S SIGNATURE

BY: _____
AUTHORIZED SIGNATURE

DATE/TIME

GENERAL INFORMATION

Client Information

Client

Mr. John Smith

Inspection Site

1234 Client Street
Anyplace, MA

Building Information

Exterior Wall Structure

Wood Frame.

Flooring Structure

Wood Frame.

Roofing Structure

Wood Frame, Rafters, Collar Ties.

Sheathing Material

Board sheathing on; Walls, Roof.

Inspection Information

Date

12/15/2009.

Start Time

Inspector's on site start time:8:15am.

Finish Time

On site portion of inspection concluded at approximately; 11:30am.
Computer generated report, consultation; 3.5 to 4 hours for this property.

Weather:

Clear.

Outside Temperature (f):

70-80.

Soil Conditions:

Damp.

Building Faces

South.

Approximate Age

90-100 years.

Building Type

Multifamily

11 Unit building. Note; a twelfth unit is "to be constructed" per Seller.

3 Stories. 4 Stories.

People Present:

Inspector: Paul Maida, Ma. Lic.#357

Total Fee:

\$XXXX.XX

Includes building inspection, wood destroying insect inspection.

Items not found in this report are beyond the scope of this inspection and should not be considered inspected at this time. Please read the entire report for important details. Inspected components will be identified and an opinion of their apparent condition will be reported according to the following definitions:

SAT = "Satisfactory" = Means that the component or system is functionally consistent with its original purpose but may show signs of wear, aging and deterioration.

MARG = "Marginal" = Means that a maintenance need exists or can be anticipated, or that the component is still functioning but due to its visible condition or age, replacement/major repairs should be anticipated.

POOR = "Poor" = Means that there is an immediate need for maintenance or replacement to sustain performance of function and purpose.

CON = "Concern" = A term used to highlight, for the Client's attention, a condition which may adversely affect the integrity of the building or the health and safety of its occupants.

ROOF

Roof: General Information

Roof Inspected
On Roof.

Style Of Roof
Pitch; Flat. Type.

Exposed Roof Covering
Rubber Membrane.

Ventilation System
None.

Exposed Roof
Second Layer.

Flashing Materials
Combination of, Copper, Aluminum.

Approx. Age Of Exposed Roof Covering
5 to 10 Years old.

Roof: Apparent Condition

SAT MAR POOR CON UNKN

Exposed Roof Covering

X

Exposed roof covering shows, Beginning Signs of, Aging, Nail Popping. The roof sheathing is lifting up in some areas, no visible repair needs at this time but should be monitored for serious lifting and seam cracks. Recommend an annual inspection.

With regular inspections roof covering should have 10+- years of life left.

Seller stated there was a roof leak with snow and ice on the roof.

Seams of the membrane were repaired, he has documentation available upon request.

There is one depression in the roof ponding water. This area could be prone to rapid aging.



Recommend cleaning dirt, debris from this area to promote evaporation.

SAT MAR POOR CON UNKN

Valleys/Flashings

X

The parapet wall flashing is rusting. To avoid corrosion and water penetration, recommend a coating be applied to resist rusting.



Plumbing Vents

X

CHIMNEYS

Chimney(s): General Information

Location(s)

Through Roof
 Number of chimneys:8.

Exterior

Constructed from, Brick Metal
 Flue linings materials: brick and metal.



Rain Cap (s)

Yes for metal chimneys.

Chimney(s): Apparent Condition

SAT MAR POOR CON UNKN

Evidence Of:

x

None of the old brick chimneys are in use.
 All furnaces and hot water tanks exhaust into newer metal chimney.

There are several fireplaces connected to old unlined brick chimneys.

Most of the fireplaces' dampers are accessible to start a fire. I could not open dampers without spilling brick and mortar. Recommend sealing off fireplaces to prevent use by any tenant.



EXTERIOR WALLS

Exterior Walls: General Information

Masonry Veneer

Constructed of: Brick.

Trim

Constructed of: Metal, Wood.

Fascia & Soffits

Constructed of: Metal.

Electrical Service Entry Cables

Overhead, Conduit.

Recommend Trees, Shrubs, Etc. Be Kept Clear of Roofs, Siding and Overhead Wires.

Exterior Walls: Apparent Condition

SAT MAR POOR CON UNKN

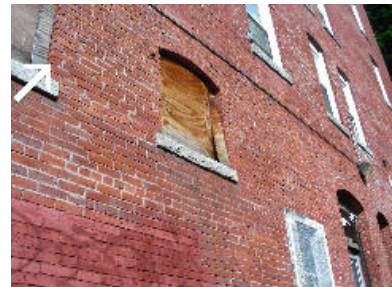
Masonry Veneer

x

Evidence of: beginning Loose Mortar Joints.

The exterior brick walls show minor mortar joint deterioration. Some re-pointing has been performed.

Recommend planning on masonry repairs with in 5+- years.



Trim

.. x

Some area of masonite siding show decay at bottom of south wall.

Recommend some light carpentry repair, minor.



Fascia & Soffits

X

Roof trim is covered in metal, overall appears in satisfactory condition. North side trees are closing in, could use some trimming.



SAT MAR POOR CON UNKN

Caulking & Flashing

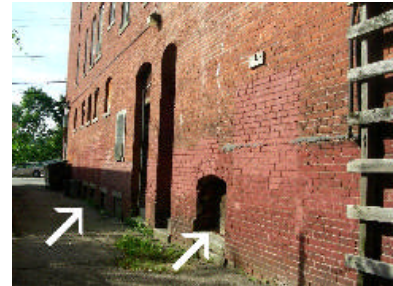
.. X

Sealing up some small openings would help deter rodents. There are traps in the basement to monitor pest infestation.

Basement Windows

.. .. X

All the windows are sealed up. Recommend one or two be repaired.



Electrical Service Entry Cables

X

Electrical Outlets/Wiring

X

Comments

No visible structural deficiencies.

GROUNDS & PROPERTY DRAINAGE

Grounds & Property Drainage: General Information

Steps & Stoops

Constructed from, Concrete.

Handrails/Guardrails

Constructed of, Metal.

Retaining Walls

Concrete.

Grounds & Property Drainage: Apparent Condition

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Gutters

..

Roof water drains into drain pipes tied into basement plumbing.
No spill over of roof water down walls.

Grading Around Foundation

X

Overall Property Drainage

.. X

The north side of the lot shows rough landscaping.
This area could use re-grading and retaining walls.



Steps & Stoops

X

Shows signs of: Cracking, minor.

Handrails/Guardrails

.. X

Handrail is loose.

DOORS & WINDOWS

Doors & Windows: General Information

Exteriors Doors

Constructed of: Metal.

Windows

Type, Double Hung, Constructed of: Vinyl, Glazing, Thermal pane glass.

Doors & Windows: Apparent Condition

SAT MAR POOR CON UNKN

Primary Windows/Exterior

.. X

Windows Show, Broken Glass, Evidence of leaking seal at thermal pane/double glazed glass.
There are approximately 5 to 10 windows in need of replacing.
Many screens are missing or damaged.

Window repair cost guesstimate; \$1,000.00 to \$2,000.00.

Exterior Doors

.. X

Some doors are dented, rusted.
Could use refinishing, some upgrades but no immediate repairs.

BASEMENT/LOWER LEVEL

Basement/Lower Level: General Information

Walls

Combination of: Stone, Brick.

Floor

Combination of: Concrete on 90% of floors. Earth in northwest section.

Beams

Wood timbers

Beam Supports

Bearing Wall.

Basement/Lower Level: Apparent Condition

SAT MAR POOR CON UNKN

Walls

x	Walls Show, Loose Mortar Joints - minor.
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Floor

Main basement floor shows a good quality slab.

The small section / old boiler room is posted for asbestos hazard. There is remnants of old stem boiler system.

Asbestos was roughly pulled off the old pipes, floor appears contaminated. It is also damp in this area.

There is spotty mold growth in this area on the floor joists. Recommend less humid conditions, seems like a minor to moderate problem.

Consider dehumidification, sealing floor , cleaning mold off framing members.

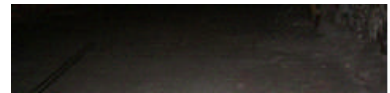


SAT MAR POOR CON UNKN

Joists, Bridging

X

There are wet floor joists in one small section along west wall. These joists appear to be below grade, could be wet from ground moisture. Only improvement to consider is assisting joists, by adding a beam near this wall to prevent building sagging over time if these joists soften. Recommend monitoring area for wetness levels over time.



Dryness

X

Chimney(s)

X

Comments

Exposed structure appears satisfactory.



HEATING & AIR CONDITIONING

Heating & Air Conditioning: General Information

Heating Unit Services

Eleven units service each apartment.

Forced Hot Air.

Thermostat Type

Manual.

Heating Plant Manufacturer

Bryant. All eleven.



Approximate Age (heating)

20 years+- , all eleven.



Type Of Fuel

Gas.

Rated Input Capacity

Estimated; 80,000 BTU / Hour.

Hot Air System

Blower Fan, Direct Drive, Filter, Disposable.

Duct Work

Metal, Fiberglass.

Heat Exchanger Test Performed

Visual.

Heating & Air Conditioning: Apparent Condition

SAT MAR POOR CON UNKN

Heat Exchanger Test Results

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Heat Exchanger		X			
Burner(s)		X			
Flue Pipe					

Evidence of: Moderate to Serious, Rusting on: . Heat Exchangers.
 At 20 to 21 years old, all furnaces appear at end of fully depreciated life.
 There is one that appears unsafe and should be replaced immediately.

All others I examined (7 were accessible) could use some service maintenance and some ductwork repair but, in my opinion; replacement of them can be delayed.

Cost guesstimate; \$35,000.00 to \$50,000.00.

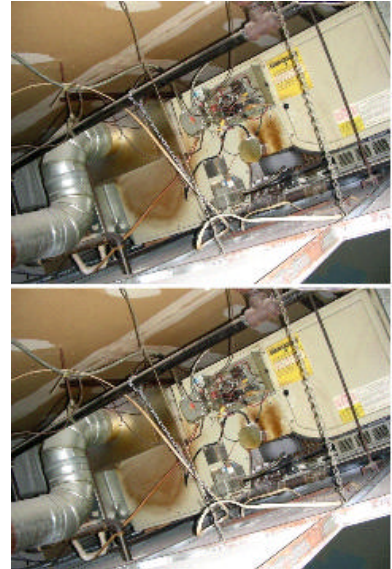
There are several hazardous conditions at #217 furnace. Located above the dropped ceiling, the scorching on the casing is due to flames and fumes spilling out at burner area. The exposed wiring directly above it could be a fire hazard.

The cabinet scorching to the left is near the flue pipe. It appears to be spilling out fumes, also near plastic insulated electrical wiring. UNSAFE CONDITIONS

Recommend this furnace be removed and replaced at once. Replacement furnace should be designed with a sealed burner compartment, versus this open flame simple vented design.

Ductwork appears incomplete, there is no return vents connected.

Consult a qualified HVA/C technician to install furnace, wirings and ductwork.



Recommend system be serviced by a professional service person due to: Need for general cleaning and servicing. For most of the burners examined.

Duct Work

.. .. X

This flexible ductwork in the second floor utility closet is broken open, is in need of replacing. Recommend it be replaced with metal duct .



SAT MAR POOR CON UNKN

Humidifier

.. X

Duct Work Insuation

X

Blower & Fan Motor

.. X

Filter

.. X

Some filters appear overdue for replacing.

Interior A/C Components

X

Fuel Supply System

X

PLUMBING/WATER HEATER & LAUNDRY

Plumbing: General Information

Water Source

Municipal.

Shut-off Located

In basement.

Waste

Municipal.

Water Supply Pipes

Copper.

Waste & Vent Pipes

Combination of: Cast Iron, Plastic.

Plumbing System: Apparent Condition

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Visible Supply Pipes

X

Visible Waste Vent Pipes

X

Water Pressure

X

Shut Off Valves

X

General

X

System appears in good condition, installation shows professional workmanship.



Water Heater: General Information

Manufacturer

General Electric, State, American.

Approximate Age Of Unit
 10 are; 3 to 6 years old.
 1 is 10 years old.

Fuel Type
 Gas.

Capacity Of Tank
 40 gallons.

Water Heater: Apparent Condition

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Gas Supply Pipe And Valve

X

Flue Pipe

X

Exterior Casing

X .. X

nine appear in good condition.
 Two rust serious rust and
 corrosion, the G.E. at unit #219.

#219.

This is the oldest tank for #8 at
 10 years old.
 Recommend replacing soon to
 avoid major leaks.



Vac./Temp./Pres. Relief Valves

X .. X

Laundry Facilities: Apparent Condition

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110 Volt Outlet

.. X Few unit have washer hook ups, no Dryers.

Washer/Faucets

X

Drain/Trap

X

ELECTRICAL SERVICE PANEL(S)

Electrical Service: General Information

Main Box Location

Basement, Box rated at 400 AMPS.



Main Overload Protection

Breaker.

Branch Wiring

Copper.

Type Of Branch Wiring

Non-Metallic cable, Armored cable.

Branch Protection

Breakers, Labeling/Indexing: Some.

System Is Grounded At:

Water Pipes.

Service Is Considered To Be Rated At:

Building; 400 AMPS
Each Unit; 60 AMPS.

Electrical Service: Apparent Condition

SAT MAR POOR CON UNKN

Service Cable At Main Box

X

Grounding

X

Bushing & Knock-out Plugs

X

Fuses/Breakers

X

Gfci At Panel/Arc Fault Protection

X
SAT	MAR	POOR	CON	UNKN

Other Wiring/Outlets

..	X
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Overall system appears satisfactory.
A few repairs needed to loose outlets, non-functioning GFCI outlets near sinks.

INTERIOR ROOMS/KITCHEN/HALLWAYS & ENTRIES

Kitchen: Apparent Condition

SAT MAR POOR CON UNKN

Walls, Ceilings & Floors

X

I walked through nine units most of them appear well kept and in good condition.



Electrical Outlets & Fixtures

.. X

Electrical Outlets: Recommend installing GFCI protection at a few spot tested outlets.
Recommend testing all, repair as needed.

Doors & Windows

X

Heat Source

X

Cabinets & Countertops

X

Faucets/Piping/Sink(s)

X

Stove Hook-up

X

The cook stoves I tested were all modern electronic ignition type.

Hallways & Entries: Apparent Condition

Walls & Ceilings

X

Floor

X

Electrical: Switches, Outlets & Fixtures

X

Doors

X

SAT MAR POOR CON UNKN

Stairways & Handrails

X " " " "

COMMON AREA ROOMS

Common Area: Apparent Condition

Location

The lower level north side area is under construction, to complete the twelfth unit by the Sellers I was told.



SAT MAR POOR CON UNKN

Walls, Ceiling & Floor

X

Electrical: Outlets, Etc.

X

Doors & Windows

..

Windows need repair due to evidence of leaking seal at thermal pane glass.

Heat Source

X

Fireplace/Stove: Hearth

.. X

Should be sealed off from within the units.

BEDROOMS

Bedroom: Apparent Condition

SAT MAR POOR CON UNKN

Walls, Ceilings & Floors

X

Electrical: Outlets, Etc.

X

Doors & Windows

X

Heat Source

X

Comments

The three bedroom large apartment shows wear and tear by occupant, most of the others appear in good condition.

BATHROOMS

Apparent Condition

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Walls, Ceilings & Floors

X

Electrical: Switches & Outlets

.. X

Outlets: Recommend GFCI.

Fan & Heater

X

Doors & Windows

X

Heat Source

X

Sinks

Hot & Cold Faucets

X

Basin(s) & Piping

X

Toilet

Bowl & Tank

X



Anchored To Floor

X

Drains & Flushes

X

Tub/Shower Stall

SAT MAR POOR CON UNKN

Hot & Cold Faucet(s)

X

Shower/Tub Drains

X

Caulking

X

Wall Covering Tub

X Fiberglass.

Functional Flow

X

Comments

Satisfactory conditions were consistent in the bathrooms and fixtures I inspected.

ATTIC

Attic: General Information

Access By

None

No visible access to any attic space.

Ask Sellers if there are any hatches through the ceilings. Some rooms were equipped with suspended ceilings.

Insulation

Unknown.

WOOD DESTROYING INSECTS, MSI

Wood Destroying Insect Infestation Inspection

Report For

This is not a structural damage report. The report is indicative of the condition of the subject structure(s) on the date of inspection only and is Not to be construed as an express or implied warranty or guarantee against latent, concealed, or future infestation or defects. See Section IV in the Inspection Contract for important information. The report is based on careful visual inspection of the readily accessible areas of the structures inspected.

Section I. Inspection Findings

As Follows:

Visible evidence of a wood destroying insect infestation was observed as follows: There is evidence of a minor termite infestation in one floor joist at the north end of the building. The damage was minor. The termite shelter tubes were older and inactive. No treatment needed at this time but I recommend an annual inspection.



Read this entire page, as it is part of the report. Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in the property.

Attention Home buyer: Maida Services, Inc. (MAIDA) agrees to visually inspect and submit a written report of wood destroying insect infestation of the building and premises outlined on the reverse side of this form according to the terms and conditions below:

1. **PURPOSE:** MAIDA and CLIENT agree that the purpose of this inspection is to provide the CLIENT with a professional, good faith opinion of the presence of wood destroying insects on the premises at the time of the inspection. MAIDA is not responsible to repair any damage disclosed by this inspection, including without limitation, any wood destroying insect infestation and/or damage which exists in areas or in wood which were not accessible for visual inspection as of the date of this inspection. **Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas.** MAIDA cannot guarantee that any wood destroying insect infestation and/or damage disclosed by visual inspection of the premises, as noted, represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. The inspection was conducted in the readily accessible areas of the identified inspected structure(s). If visible evidence of the infestation by wood destroying insects is reported, it should be understood that some degree of damage, including hidden damage, may be present.

2. **EXCLUSIONS FROM OPINION:** This inspection does not cover any areas of the property that are not readily accessible. This inspection does not include areas which were obstructed or inaccessible at the time of the inspection. Areas that were inaccessible or obstructed may include, but are not limited to, ceilings, floor coverings, wall coverings, siding, floors, furniture or stored articles, appliances and/or personal possessions, areas which required the breaking apart, dismantling, removal or movement of any objects. This inspection is for wood destroying insects only. Other pests, including but not limited to rodents, bats, bees, birds, snakes, fleas and flying insects are not included in this inspection.

3. **CONSUMER MAINTENANCE ADVISORY:** Any structure can be attacked by wood destroying insects. Periodic maintenance should include measures to minimize possibilities of infestation in and around a structure.

Factors which may lead to infestation from wood destroying insects include foam insulation at foundation, earth-wood contact, faulty grade, firewood against structure, insufficient ventilation, moisture, wood debris in crawl space, wood mulch, tree branches touching structures, landscape timbers, and wood rot. Should these or other such conditions exist, corrective measures should be taken by the owner in order to reduce the chances of infestations by wood destroying insects, and the need for treatment.

4. **DISCLAIMER OF WARRANTY:** MAIDA is not an insurer, and therefore makes no guarantee or warranties, express or implied, as to the merchantability or fitness of the premises for CLIENT's INTENDED USE. Neither is this a warranty as to the absence of wood destroying insects.

5. **INDEMNITY:** The report of inspection produced by MAIDA is for the exclusive use of the CLIENT. No other person or entity may rely on the report issued pursuant to this contract. In the event that any person, not a party to this contract, makes any claim against MAIDA arising out of the services performed by MAIDA under this contract, the CLIENT agrees to indemnify, defend and hold harmless MAIDA from any and all damages, expenses, costs and attorney's fees arising from such a claim.

6. **LIABILITIES AND RIGHT OF REINSPECTION:** This contract limits the liability of MAIDA to the CLIENT to the amount of consideration paid by the CLIENT to MAIDA (the contract price). MAIDA assumes no liability for consequential damages suffered by the CLIENT: In the event of a claim by the CLIENT that a component part of the premises which was inspected by MAIDA was not in the condition reported by MAIDA, the CLIENT agrees to notify MAIDA at least 72 hours prior to repairing or replacing such component of the failure, appearance of defect or need for repair or replacement of the component. The CLIENT further agrees that if the repair or replacement is done without giving MAIDA the required notice, that MAIDA will have no liability to the CLIENT for the cost of such repair or replacement.

7. **ARBITRATION:** MAIDA and CLIENT specifically agree that any disputes arising under the terms of this contract shall be submitted to arbitration. Such arbitration shall be conducted according to the rules of the American Arbitration Association and shall be submitted to a three-person panel of arbitrators. At least one of the arbitrators shall be a member of the American Society of Home Inspectors.

8. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between MAIDA and the CLIENT. Any amendment or modification of the contract must be in writing and signed by all parties to the contract.

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.

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

- 2 - 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 for more information or to schedule your home energy audit.

266 CMR 6.00: STANDARDS OF PRACTICE

Section

- 6.01: Access
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6.01: Access

under The Client shall provide Safe Access and Sufficient Lighting to ensure that all systems and areas to be inspected under this standard are Readily Accessible and Observable.

6.02: Purpose

- (1) The purpose of a Home Inspection for Residential Buildings, including their attached garages, is to provide the Client with an inspection Report that forthrightly discloses the physical conditions of the systems and components listed in 266 CMR 6.04 which are Readily Accessible and Observable, including those systems and components, which are Safety Hazards as Observed at the time of the inspection.
- (2) An inspection carried out under the standards of 266 CMR 6.04 is not and shall not be construed to be a comprehensive Architectural and/or an Engineering study of the dwelling in question.

6.03: General Requirements

- by (1) Inspectors shall:
- (a) Use a written contract and provide only the Client with an original copy of the contract unless otherwise directed the Client.
 - (b) Observe Readily Accessible and Observable installed systems and components listed in 266 CMR 6.04.
 - (c) Submit a confidential written Report only to the Client, which shall:
 - 1. Identify those components specified to be identified in 266 CMR 6.04.
 - 2. Indicate which systems and components designated for inspection in 266 CMR 6.04 have not been inspected.
 - 3. Indicate the condition of systems and components so Inspected including those that were found to be in need of repair, require additional investigation, and areas that have a potential for concealed damage.
 - 4. Record the Inspector's name (and the Trainee's name if applicable).
 - 5. Record the Client's name and the address of the property inspected.
 - 6. Record the on-site Inspection start and finish times.
 - 7. Record the weather conditions at the time of the inspection.
 - 8. Record the existence of obstructions and/or conditions that prevented the inspection of the installed systems and components.
 - 9. Embed in the Report and/or attach to the Report the list of itemized questions in 266 CMR 6.03(4) (a) through (k).
 - 10. Embed in the Report and/or attach to the Report a copy of 266 CMR 2.00: *Definitions* and a copy of the 266 CMR 6.00: *Standards of Practice*.

(2) Every registered professional Home Inspector may have a seal of the design shown below authorized by the Board. All Reports prepared by a registered Home Inspector, or under his supervision, may be stamped with the impression of such seal and/or bear the name and license number of the Home Inspector. A registered Home Inspector shall impress his seal on and/or attach his name and license number to a Report only if his/her certificate of registration is in full force, and if he/she is the author of such Report or is in charge of its' preparation.



- (3) The Report shall only inform the Client if additional investigation is required when:
- (a) The scope of the repair(s) is unknown, or
 - (b) There is potential for and it is suspected that there is concealed damage, or
 - (c) The subject area is beyond the scope of the Home Inspector's expertise.

(4) The Inspector shall notify his/her Client that answers to the following questions should be ascertained from the Seller and/or the Seller's Representative because they are important and relevant to the purchase of the inspected dwelling and Readily Observable through inspection. The Inspector shall have been deemed to satisfy this requirement by and/or attaching the questions listed in 266 CMR 6.03(4) (a) through (k) to the Report.

may not be embedding

To the Best of Your Knowledge as the Seller and/or Seller's Representative: _

- (a) Does the dwelling have a history of seepage, dampness, and/or water penetration into the Basement and/or Under Floor Crawl Space? If so please explain.
- (b) Has a sump pump ever been installed or used in the Basement/Under Floor Crawl Space?
- (c) Do you use any type of dehumidification in any part of the dwelling?
- (d) Are you aware of any mold and/or air quality issues in the dwelling?
- (e) Is the dwelling on a private sewage system?
 - 1. If the waste system is private, has a Title V inspection been completed, and is the completed Title V Report available for review?
 - 2. Has the dwelling ever been inspected and/or treated for insect infestation?
 - a. If so, when?
 - b. What were the chemicals used?
- (f) Has the dwelling ever been tested for radon gas and/or lead paint?
 - 1. If so when?
 - 2. What were the results?
- (g) Has the dwelling ever been inspected by an Inspector?
 - 1. If so, when?
 - 2. Were any problems noted?
 - 3. Is a copy of the inspection Report available?
- (h) Are the Seller/Seller's Representative aware of any structural, mechanical, electrical or other material defects that may exist on the property?
- (i) Has there ever been a fire in the dwelling?
 - 1. If so, when?
 - 2. What areas were involved?
 - 3. What chemical cleaners, if any, were used for cleanup?
- (j) Has there ever been a hazardous waste spill on the property?
- (k) Is there is an underground storage tank on the property?

(5) The Inspector shall not represent to the Seller/Seller's Representative or Client that there is any legal obligation, duty, or requirement on behalf of the Seller/Seller's Representative to answer the questions set forth in 266 CMR 6.03(4)(a) through (k).

(6) The inspector shall not be held liable for the accuracy of third party information.

(7) Regardless of any additional professional registrations or licenses held by the Inspector and/or Trainee practicing in the Commonwealth of Massachusetts he/she shall conduct his/her Home Inspection in accordance with 266 CMR 6.00 through 6.06. However, the standards are not intended to limit Inspectors from:

- (a) Reporting observations and conditions in addition to those required in 266 CMR 6.04.
- (b) Excluding other systems and components from the inspection if requested by the Client and noted in the Report.
- (c) Providing Optional Fee Based Services, as long as they are contracted for in writing and/or included in the report and are not prohibited under 266 CMR 6.06.

6.04: Scope of the Home Inspection

(1) System: Roofing.

- (a) The Inspector shall Observe the Readily Accessible and Observable:
 - 1. Roof coverings.
 - 2. Exposed roof drainage systems
 - 3. Flashings.
 - 4. Skylights, chimneys, and roof penetrations.
 - 5. Signs of leaks on building components.
- (b) The Inspector shall Identify:
 - 1. the type of roof covering materials: Asphalt, Cementitious, Slate, Metal, and/or Tile Shingles, Built-up type (Bald Asphalt, Tar and Gravel, Mineral Covered Rolled Roofing, Ballasted Rubber Membrane, Adhered Membrane, Mechanically Fastened Membrane, Other.
 - 2. the roof drainage system: Gutters (Aluminum, Copper, Wood, Vinyl, Other) Leaders/Downspouts (Aluminum, Copper, Galvanized, Vinyl, Other)
 - 3. the chimney materials: Brick, Concrete Block, Metal, Other
 - 4. the methods used to Observe the roofing.
- (c) The Inspector shall Report on:
 - 1. Any signs of previous and/or active leaks.
 - 2. The following exposed Readily Accessible and Observable roofing components: the roof covering, exposed roof drainage systems, exposed flashings, skylights, exterior of chimney(s), roof penetrations.
- (d) **Exclusions:** Including but not limited to 266 CMR 6.04(d) 1. and 2. the Inspector shall not be required to:
 - 1. Walk on the roof unless in the opinion of the Home Inspector he/she is provided Safe Access, and the Seller and/or the Seller's Representative provides authorization that relieves the Inspector of all liability of possible damage to the roofing components, and in the opinion of the Inspector, walking on the roof will pose no risk of personal injury or damage to the roofing components.
 - 2. Observe and Report On:
 - a. Attached accessories including, but not limited to: solar systems, antennae, satellite dishes and lightning arrestors.
 - b. The interior of chimney flues.

(2) System: Exterior.

- (a) The Inspector shall Observe the Readily Accessible and Observable:
 - 1. Wall cladding.
 - 2. Entryway doors and windows.
 - 3. Garage door operators.
 - 4. Decks, balconies, stoops/landings, steps, areaways/window wells, and porches including hand and guard railings.
 - 5. Exposed trim (eaves, soffits, fascias, rake, corner, and other trim Boards).
 - 6. Flashings
 - 7. Driveways, walkways, vegetation, grading, site drainage, and retaining walls.
- (b) The Inspector shall Identify:
 - 1. Wall-cladding materials: Cementitious Siding, Asphalt and/or Wood Shingles, Aluminum and/or Vinyl Siding, Wood Clapboards, Brick, Other.
 - 2. The deck/porch component materials: Brick, Concrete, Concrete Block, Steel, Wood, Other.
- (c) The Inspector shall Report On the following exposed Readily Accessible and Observable exterior components:
 - 1. Wall cladding.
 - 2. Entryway doors and windows.
 - 3. Deck/porches, balconies, stoops/landings, steps, areaways/window wells, including hand and guard railings.
 - 4. The exposed trim.
 - 5. Flashings.
 - 6. Driveways, walkways, and retaining walls with respect to their effect on the condition of the dwelling and their ability to provide safe egress.
 - 7. Vegetation, grading, site drainage with respect to their effect on the condition of the dwelling.
- (d) The Inspector shall:
 - 1. Probe exposed Readily Accessible and Observable exterior components where deterioration is suspected:
 - However probing is NOT required when probing would unduly damage any finished surface.
 - 2. Operate all entryway doors and representative number of windows and Report their condition and need of repair, if any.
 - 3. Operate garage doors (if the garage is attached to the main dwelling), manually or by using permanently installed controls of any garage door operator.
 - 4. Report whether or not any garage door operator will automatically reverse or stop when meeting resistance during closing.

(e) Exclusions: Including but not limited to 266 CMR 6.04(2) (e) 1. through 9. the Inspector shall not be required to Observe and Report On the following:

1. Storm doors and windows, screening, shutters, awnings and similar seasonal accessories.
2. Fences, landscaping, trees, swimming pools, patios, sprinkler systems.
3. Safety glazing.
4. Geological conditions (Engineering services).
5. Soil conditions (Engineering services).
6. Recreational facilities.
7. Any other dwelling units or addresses in multi-unit buildings.
8. Outbuildings and detached garages. However, should the Inspector include the' inspection of these structures, under 266 CMR 6.07: *Optional Fee Based Services*, the inspection must comply with the standards of 266 CMR 6.04.
9. Underground utilities, pipes, buried wires, or conduits (Dig Safe)

(3) System: Structural Components Exposed in the Basement/Under Floor Crawl Space and Attic Space: Including Signs of Water Penetration.

(a) Basement/Under Floor Crawl Space:

1. The Inspector shall Observe the following exposed Readily Accessible and Observable Basement/Under Floor Crawl Space structural components:
 - a. The exposed portions of the foundation.
 - b. The exposed portions of the Basement/Under Floor Crawl Space floor.
 - c. The exposed portions of the superstructure system (girders, sills, floor joists, headers, and sub-floor).
 - d. The exposed portions of the columns and posts.
2. The Inspector shall Identify:
 - a. The type of exposed Basement foundation materials (brick, concrete block, concrete, stone, wood, other).
 - b. The type of exposed Basement floor system (concrete, earth, wood, other).
 - c. The type of exposed Basement superstructure system (girder(s), sills, floor joists, and sub-floor).
 - d. The type of exposed Basement columns and posts (brick, concrete block, concrete, steel, wood, other).
3. The Inspector shall Report On the following exposed Readily Accessible and Observable structural components:
 - a. The foundation.
 - b. The floor system.
 - c. The superstructure system.
 - d. The columns and posts
4. The Inspector shall:
 - a. Probe exposed Readily Accessible and Observable structural components where deterioration is suspected; however, probing is NOT required when probing would unduly damage any finished surface.
 - b. Note the methods used to Observe Under Floor Crawl Spaces.
 - c. Note obstructions, unsafe access, and dangerous or adverse situations that prevented him/her from inspecting the items noted in 266 CMR 6.04(3) (a) 3.a. through d.
 - d. Note signs of previous and/or active water penetration into the Basement, Under Floor Crawl Space and attic including the presence of sump pumps and dehumidifiers.
5. Exclusions: Including but not limited to 266 CMR 6.04(3)(a)5.a. through d., the Inspector shall not be required to:
 - a. Collect engineering data such as the size, span, spacing, species, section modulus, slenderness ratio and/or modulus of elasticity of the structural members.
 - b. Provide access to the items being inspected (Responsibility of Client/Seller/Seller's Representative).
 - c. Enter the Under Floor Crawl Space
 - i. If it *is* not Readily Accessible,
 - ii. If access is obstructed and/or if entry could damage the property
 - iii. If a Dangerous or Adverse Situation is suspected and Reported by the Inspector.
 - d. Observe and Rep011 On Wood destroying insects, rodents and/or vermin unless specifically contracted for in writing. (Independent Pest Control/Extermination Service).

(b) Attic Space.

1. The Inspector shall Observe the following exposed Readily Accessible and Observable roof framing structural components: The exposed portions of the roof framing, including the roof sheathing.
2. The Inspector shall Identify:
 - a. The type of framing: Rafters, Collar Ties, Tie Beams, Trusses, Other
 - b. Roof Sheathing: Boards, Oriented Strand Board, Plywood, Other.

- c. The methods used to Observe attics (through a hatch or while standing in the attic space).
- 3. The Inspector shall Report On:
 - a. The presence and/or lack of flooring, obstructions, unsafe access, and dangerous or adverse situations that prevented him/her from inspecting the items noted in 266 CMR 6.04(3) (b) 2.
 - b. The following exposed Readily Accessible and Observable structural components of the roof framing:
 - i. The roof framing (Rafters, Collar Ties, Tie Beams, Rafter Ties, Trusses, Beams, Other)
 - ii. Sheathing Materials (Boards, Oriented Strand Board, Plywood, Other).
 - c. The presence of a light.
- 4. The Inspector shall:
 - a. Probe exposed Readily Accessible and Observable structural components where deterioration is suspected: However, probing is NOT required when probing would unduly damage any finished surface.
 - b. Note the presence of a light.
 - c. Note the presence of collar ties and/or tie beams.

5. Exclusions: Including but not limited to 266 CMR 6.04(3) (b) 5.a. through e. the Inspector shall not be required to:

- a. Enter the Attic Space:
 - i. If it is not Readily Accessible,
 - ii. If access is obstructed and/or if entry could damage the property,
 - iii. If a Dangerous or Adverse Situation is suspected and Reported by the Inspector.
- b. Walk on the exposed and/or insulation covered framing members.
- c. Collect engineering data such as the size; span, spacing, species, section modulus, slenderness ratio and/or modulus of elasticity of the structural members. (Engineering services).
- d. Provide access to the items being inspected.
- e. Observe and Report On Wood destroying insects, rodents and/or vermin unless specifically contracted for in writing. (Independent Pest Control/Extermination Service).

(4) System: Electrical.

- (a) The Inspector shall Observe the Readily Accessible and Observable Electrical Systems and Components:
 - 1. The exterior of the exposed service entrance conductors. .
 - 2. Exterior receptacles.
 - 3. The service equipment, grounding system, main overcurrent device, and the interior of the service and distribution panels (by removing the enclosure covers).
 - 4. The exterior of the exposed branch circuit and feeder conductors, their overcurrent devices, and the compatibility of their ampacities and voltages.
 - 5. Random interior receptacles.
 - 6. The number of branch circuits and overcurrent devices in the panel enclosures.
- (b) The Inspector shall Identify:
 - 1. The service as being overhead or underground, cable, encased in conduit, other.
 - 2. The type of service, feeder, and branch-circuit conductor materials (copper, copper-cladded aluminum, aluminum, other).
 - 3. The type of Interior Wiring (Armored Cable, Conduit, Tubing, Nonmetallic Cable, Knob and Tube, Fiat Cable Assemblies, Other).
 - 4. The location of the service and distribution panels and indicate whether they are Readily Accessible and Observable.
 - 5. The ampacity and the voltage of the main service disconnect (30, 60, 100, 125, 150 and/or 200 amp, other service, 120, 120/240, 120/208-volt system).
 - 6. Any of the overcurrent devices that are in the off position.
- (c) The Inspector shall Report on the following Readily Accessible and Observable Electrical Systems and Components:
 - 1. The electrical service equipment including the service and distribution panels.
 - 2. Un dedicated exterior and interior electrical receptacles and polarity, grounding and ground fault protection issues (if any)
 - 3. Any polarity or grounding issues of the receptacles required to be tested.
 - 4. The exposed and Readily Accessible and Observable interior wiring.
 - 5. Conditions that prevented him/her from inspecting any of the items noted above.
- (d) The Inspector shall:
 - 1. Test:
 - a. The polarity and grounding of a representative sample of the Readily Accessible two and three-prong receptacles throughout the dwelling.
 - b. The polarity and grounding of all un-dedicated bathroom and kitchen countertop receptacles.
 - c. The polarity and grounding of all Readily Accessible, non-dedicated receptacles in the attached garage and on the exterior of inspected structures and in unfinished basements, and check to see if

they are ground fault protected.

d. The operation of all Readily Accessible Ground-fault Circuit Interrupters.

e. The operation of all Readily Accessible Arc Fault Current Interrupters.

f. All bathroom and kitchen countertop receptacles to see if those receptacles are ground fault protected.

2. Note:

a. The reason(s) for not removing any panel covers.

b. The location of the service and distribution panels.

c. The presence of aluminum wiring, and

i. If the exposed and Readily Accessible and Observable aluminum conductor terminations are coated with a termination compound, and

ii. If the overcurrent devices are identified for use with aluminum wire.

d. If the electrical system is attached to both the city and dwelling side of the water piping and/or a ground rod.

e. If the water piping is not bonded to the electrical system within the first five feet of its entry into the Basement.

f. If the neutral and equipment-ground terminal bars are bonded to the panel enclosures.

g. The compatibility of the overcurrent devices and the size of the protected conductor (Over-fusing).

h. The functionality of ground-fault and arc fault protected receptacles, if any, as determined by the required testing.

i. The existence of ground fault protection devices on all bathroom, kitchen countertop, exterior, unfinished basement, laundry and undedicated attached garage receptacles.

(e) Exclusions: Including but not limited to 266 CMR 6.04(4) (e) I. through 6., the Inspector shall not be required to:

1. Collect engineering data on the compatibility of the overcurrent devices with the panel and/or determine the short circuit interrupting current capacity (Engineering services).

2. Determine the adequacy of the ground and/or the in place systems to provide sufficient power to the dwelling, or reflect on the sufficiency of the electric distribution system in the Dwelling (Engineering/Electrical Services).

3. Insert any tool, probe, or testing device inside the panels.

4. Test or Operate any overcurrent device except Ground-fault Circuit Interrupters and Arc Fault Interrupters.

5. Dismantle any electrical device or control other than to remove the covers of the service and distribution panels. However, the Inspector is not required to remove the covers of the service and distribution panels if the panel covers are not Readily Accessible, if there are Dangerous or Adverse Situations present, or when removal would damage or mar any painted surface and/or covering materials.

6. Observe or Report On:

a. The quality of the conductor insulation. (Electrical Services).

b. Test for Electro-Magnetic fields: (Electrical Services).

c. Low voltage systems, doorbells, thermostats, other. .

d. Smoke and carbon monoxide detectors Seller's responsibility, M.G.L. c. 148, § 26E and 527 CMR 31.06).

e. Telephone, security alarms, cable TV, -intercoms, or other ancillary wiring that is not a part of the primary electrical distribution system,

f. Underground utilities, pipes, buried wires, or conduits (Dig Safe).

(5) System: Plumbing.

(a) The Inspector shall Observe:

1. The exposed Readily Accessible and Observable interior water supply and distribution system including:

a. Piping materials, including supports and insulation.

b. Fixtures and faucets.

c. Functional Flow.

d. Leaks.

e. Cross Connections.

2. The exposed Readily Accessible and Observable exterior and interior drain waste and vent system, including:

a. Traps; drain, waste, and vent piping; piping supports and pipe insulation.

b. Leaks.

c. Functional Drainage.

3. Hot water systems including:

a. Water heating equipment.

b. Normal Operating Controls.

c. The presence of Automatic Safety Controls.

d. The exterior of the chimneys, thimbles and vents.

(b) The Inspector shall Identify:

1. The type(s) and condition of water distribution piping materials (Brass, Copper, Steel, Lead, Plastic,

- Other).
- 2. The type(s) and condition of drain, waste, and vent piping materials (Brass, Copper, Cast Iron, Galvanized, Lead, Plastic, Steel, Other).
- 3. The type of water heating equipment (Gas, Electric, Oil, Tankless, Solar, Other), and the nameplate capacity of the water heating equipment (gallons and/or gallons per minute).
- 4. The location of the main shut off valve.
- (c) The Inspector shall Report On
 - 1. The water heater.
 - 2. The exposed flue piping and the existence of thimbles in the chimney.
 - 3. The Readily Accessible and Observable waste and water distribution systems.
- (d) The Inspector shall;
 - 1. Operate all plumbing fixtures where practical, including their faucets if readily Accessible.
 - 2. Note:
 - a. The presence of a pressure/temperature valve and vacuum relief valve at the water heater.
 - b. The existence of Cross Connections if Readily Accessible and Observable.
 - c. The existence of any visible leaks.
 - d. conditions that prevented him/her from inspecting any of the Plumbing Components and Systems
- (e) Exclusions: Including but not limited to 266 CMR 6.04(5) (e) 1. through 6., the Inspector shall not be required to;
 - 1. Test the operation of any valve except Readily Accessible water closet flush valves and fixture faucets.
 - 2. Collect engineering data on the size of or length of water and/or waste systems and/or remove covering materials (Engineering/Plumbing services).
 - 3. Report On the adequacy and/or the efficiency of the in place systems to provide sufficient hot water to the dwelling, sufficient water supply, or drainage for the dwelling (Engineering services).
 - 4. State the effectiveness of anti-siphon devices (Engineering/Plumbing services).
 - 5. Determine whether water supply and waste disposal systems are public or private (Seller/Seller's Representative responsibility).
 - 6. Observe, Operate, or Report On:
 - a. The exterior hose bibs.
 - b. Water conditioning systems.
 - c. Fire and lawn sprinkler systems.
 - d. On-site or public water supply quantity and quality.
 - e. On-site (Title V Inspection, 310 CMR 15.00) or public waste disposal systems.
 - f. Foundation sub drainage systems.
 - g. whirlpool tubs, except as to functional flow and functional drainage:
 - h. interior of flue linings.
 - i. Underground utilities, pipes, buried wires, or conduits (Dig Safe).
 - j. Equipment related to on-site water supply systems.
 - k. Water filtration Components and Systems.

(6) System: Heating.

- (a) The Inspector shall Observe the following permanently installed exposed Readily Accessible and Observable heating Components and Systems;
 - 1. Heating equipment including, but not limited to burners, valves, controls, circulators and fans.
 - 2. Normal operating controls
 - 3. Automatic Safety Controls.
 - 4. The exterior of the chimneys, thimbles and vents.
 - 5. Solid fuel heating devices.
 - 6. Heating distribution systems including Readily Accessible fans, pumps, ducts, piping and supports, dampers, insulation, air filters, registers, radiators, fan coil units, convectors.
 - 7. Insulation.
 - 8. The presence of an installed heat source in each habitable room including kitchens and bathrooms.
 - 9. The exposed flue piping and the existence of a thimble(s).
 - 10 The presence of a fireplace(s) and the operation of their damper(s).
- (b) The Inspector shall Identify:
 - 1. The type of energy source (Coal, Electric, Gas, Heat Pump, Oil, Wood, Other).
 - 2. The heating equipment (Electric, Hot Air, Hot Water, Steam, Other).
 - 3. The type of distribution system:
 - a. Piping: (Black Iron, Copper, Other).
 - b. Duct work: (Aluminum, Fiberglass, Steel, Other).
- (c) The Inspector shall Report On the following permanently installed and Readily Accessible and Observable heating system components:
 - 1. The heating equipment.
 - 2. The distribution system.
 - 3. The flue piping and the existence of a thimble(s).

4. The fireplace hearth(s).
 5. The fireplace damper(s).
- (d) The Inspector shall:
1. Note:
 - a. The absence of an installed heat source in habitable rooms including kitchens and bathrooms.
 - b. The existence of insulation.
 - c. The presence of exposed flues in the smoke chamber being utilized by other appliances.
 - d. The operation (only) of fireplace dampers.
 - e. The existence of abandoned oil tanks.
 - f. Any observed evidence of underground oil tanks. (Exposed abandoned oil lines, meters, *etc.*)
Abandoned oil tanks and associated piping must be removed per 527 CMR.
 2. If possible, have the Seller and/or the Seller's Representative Operate the systems using Normal Operating Controls. If not possible for Seller or Seller's Representative to Operate system, the Inspector shall Operate system using Normal Operating Controls and Report On condition of the heating equipment.
 3. Open Readily Accessible and Operable Access Panels provided by the manufacturer or installer for routine homeowner maintenance.
- (e) Exclusions: Including but not limited to 266 CMR 6.04(7) (e) 1. through 7., the inspector shall not be required to:
1. Test and/or inspect the heat exchanger. This requires dismantling of the furnace cover and possible removal of controls. (Engineering services/Heating services).
 2. Collect engineering data on the size of the heating equipment and/or the size or length of the distribution systems (Engineering/Heating services).
 3. Report On the adequacy or uniformity of the in place system(s) to heat the dwelling and/or the various rooms within the dwelling (Engineering/Heating services).
 4. Operate heating systems when weather conditions or other circumstances may cause equipment damage, or when the electrical and/or fuel supply to the unit is in the off position.
 5. Ignite or extinguish solid fuel and/or gas fires.
 6. Identify the type of insulation coverings.
 7. Observe, Identify, or Report On:
 - a. The interior of flues with the exception of exposed flues serving other appliances as Observed in the smoke chamber of the fireplace.
 - b. Fireplace inserts flue connections.
 - c. Humidifiers.
 - d. Electronic air filters.
 - e. Active underground pipes, tanks, and/or ducts. However, the Inspector must Report their existence if it is known.
 - f. Active oil tanks.
 - g. The uniformity or adequacies of heat supply to the various rooms.

(7) System: Central Air Conditioning.

- (a) The Inspector shall Observe:
1. The following exposed Readily Accessible and Observable central air conditioning components:
 - a. Cooling and air handling equipment.
 - b. Normal operating controls.
 2. The following exposed Readily Accessible and Observable distribution systems: Fans, pumps, ducts and piping, with supports, dampers, insulation, registers, fan-coil units, condensers, the presence of insulation on the distribution system.
- (b) The Inspector shall Identify the type of distribution system (Duct work: Aluminum, Fiberglass, Steel, Other).
- (c) The Inspector shall Report On the following exposed Readily Accessible and Observable central air conditioning components:
1. The distribution system
 2. The insulation on the exposed supply ductwork.
 3. The condition of the condenser and air-handling unit.
- (d) The Inspector shall:
1. If possible, have the Seller and/or the Seller's Representative Operate the systems using Normal Operating Controls
 2. Open Readily Accessible Operable Access Panels provided by the manufacturer or installer for routine homeowner maintenance and Report On conditions Observed.
 3. Note:
 - a. Whether or not the cold gas line is insulated.
 - b. Whether there is, a service receptacle and a visible service disconnect switch in the area of the condenser and air handling equipment.

- (e) Exclusions: Including but not limited to 266 CMR 6.04(7) (e) 1. through 7., the Inspector shall not be required to:
1. Collect engineering data on the size of the cooling equipment, the "size or length of the distribution systems.
 2. Identify the type of insulation coverings.
 3. Observe, Identify, or Report On air filters and/or their effectiveness.
 4. Have the Seller and/or the Seller's Representative Operate the cooling systems when weather conditions or other circumstances may cause equipment damage, or when the electrical supply to the unit is in the off position.
 5. Observe, Identify, or Report On evaporator coils (Requires dismantling of the plenum cover and possible removal of controls which is HV AC technician work).
 6. Observe, Identify, or Report On non-central air conditioners.
 7. Report On the adequacy or uniformity of the in place system(s) to cool the dwelling and/or the various rooms within the dwelling (Engineering/Heating services).

(8) System: General Interior Conditions.

- (a) The Inspector shall Observe:
1. Walls, ceiling, and floors.
 2. Steps, stairways, balconies, hand and guard railings.
 3. Counter tops and a representative number of cabinets.
 4. A representative number of doors and windows.
 5. Separation walls, ceilings, and doors between a dwelling unit and an attached garage or another dwelling unit.
- (b) The Inspector shall Identify:
1. The type of exposed floor material (brick, carpet, ceramic tile, linoleum, slate, vinyl tile, wood, other).
 2. The type of exposed wall materials (brick, ceramic tile, fiberglass, laminates, paneled, plaster, gypsum wallboard, plastic *tile*, other).
 3. The type of exposed ceiling materials (acoustical tile, gypsum wallboard, plaster, wood, other).
- (c) The Inspector shall Report On:
1. The floor.
 2. The walls.
 3. The ceilings.
 4. The condition of the interior stairs, hand and guard railings.
 5. Signs of water penetration.
 6. The interior doors Observed and tested.
 7. The windows
- (d) The Inspector shall operate a representative number of doors, windows, and cabinets
- (e) Exclusions: Including but not limited to 266 CMR 6.04(8) (e) 1. and 2. the Inspector shall not be required to:
1. Observe and Report On the following:
 - a. Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors.
 - b. Draperies, blinds, or other window treatments.
 - c. Household appliances.
 2. Determine the fire safety rating of any walls, ceilings, and doors between a dwelling unit and an attached garage or another dwelling unit.

(9) System: Insulation and Ventilation.

- (a) The Inspector shall Observe the following Readily *Accessible* and Observable Components and Systems:
1. Exposed insulation in unfinished spaces.
 2. Ventilation of Attics and Under Floor Crawl Space areas.
 3. Bathroom venting systems
- (b) The Inspector shall Identify:
1. The type of ventilation in the attic space (None, Ridge, Soffit, Area, Power Vent, Gable, Eave, Mushroom, Turbine, Other).
 2. The existence and/or absence of bathroom ventilation other than a window(s).
- (c) The Inspector shall Report On the following Readily Accessible and Observable Components and Systems:
1. Exposed insulation in unfinished spaces.
 2. Ventilation of attics and Under Floor Crawl Space areas.
 3. Bathroom venting systems.
- (d) The Inspector shall Note:
1. The absence of insulation in unfinished space at Conditioned Surfaces.
 2. The absence of ventilation of an Under Floor Crawl Space. .

(e) Exclusions: Including but not limited to 266 CMR 6.04(9) (e) 1. through 5., the Inspector shall not be required to Observe and Report On the following:

1. The type(s) and/or amounts of insulation and/or its material make-up.
2. Concealed insulation and vapor retarders.
3. Venting equipment that is integral with household appliances.
4. The venting of kitchens.
5. The adequacy, uniformity and capacity of the in place system(s) to ventilate the various areas of the dwelling (Engineering/Heating services).

6.05: General Limitations and Exclusions of the Home Inspection

(1) General Limitations.

(a) Home Inspections done *in* accordance with the standards set forth in 266 CMR 6.04 are visual and not Technically Exhaustive.

(b) The Home Inspections standards set forth in 266 CMR 6.04 are applicable to Residential Buildings with four or less Dwelling units under one roof and their attached garages.

(2) General Exclusions.

(a) Inspectors shall not be required to Report On:

1. The remaining life expectancy of any component or system.
2. The causes of the need for repair.
3. The materials for corrections of the problem.
4. The methods of repair other than to indicated the repair should comply with applicable requirements of the governing codes and sound construction practices.
5. Compliance or non-compliance with applicable regulatory requirements unless specifically contracted for in writing.
6. Any component or system not covered by 266 CMR 6.04.
7. Cosmetic items.
8. Items that are not Readily Accessible and Observable, underground items, or items not permanently installed.
9. Systems or Components specifically excluded by Client (noted in writing in the Contract or in the Report).

(b) Inspectors shall not be required to perform or provide any of the following under the Home Inspection specified in 266 CMR 6.04:

1. Offer warranties, guarantees and/or insurance policies of any kind on the property being inspected.
2. Collect any engineering data (the size of structural members and/or the output of mechanical and/or electrical equipment).
3. Inspect spaces that are not Readily Accessible and Observable. Enter any area or perform any procedure, which may damage the property or its components, or be dangerous and unsafe to the Inspector or other persons, as determined by and Reported by the Inspector.
4. Disturb or move insulation, stored and/or personal items, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility.
5. Determine the effectiveness of any system installed to control or remove suspected hazardous substances
6. Predict future conditions, including but not limited to failure of Components. (*See* Additional Services)
7. Project operating costs of Components.
8. Determine extent or magnitude of damage or failures noted.
9. Operate any System or Component which does not respond to normal operating controls.
10. Test for radon gas.
11. Determine the presence or absence of pests including but not limited to: rodents or wood destroying insects.
12. Determine the energy efficiency of the dwelling as a whole or any individual system or component within the dwelling. .
13. Perform Environmental Services including determining the presence or verifying the absence of any micro organisms or suspected hazardous substances including, but not limited to, carbon monoxide, latent surface and/or subsurface Volatile Organic Compounds, PCB's, asbestos, UFFI, toxins; allergens, molds, carcinogens, lead paint, radon gas, electromagnetic radiation, noise, odors, or any contaminants in soil, water, air wet lands and/or any other environmental hazard' not listed in 266 CMR 6.05(2)(a) and (b).
14. Evaluate acoustical characteristics of any system or component.
15. Inspect surface and subsurface soil conditions.

6.06: Prohibitions

Inspectors are prohibited from:

- (1) Reporting on the market value of property or its marketability and/or the suitability of the property for any use.
- (2) Advising their Client about the advisability or inadvisability of the purchase of the property.
- (3) Testing Automatic Safety Controls.
- (4) Activating the sump pumps and/or dehumidifiers.
- (5) Offering or performing any act or service contrary to law and/or these regulations.
- (6) Determining the cost of repairs of any item noted in their Report and/or inspected by them and/or their firm.

- (7) Offering to make and/or perform any *repair*, provide any remedy: including but not limited to performing engineering, architectural, surveying, plumbing, electrical and heating services, pest control (treatment), urea formaldehyde or any other job function requiring an occupational license and/or registration (in the jurisdiction where the inspection had taken place) on a Dwelling, and/or Residential Building inspected by his/her firm. The only exception is if those repairs and/or services are part of a negotiated settlement of a complaint and/or claim against the Inspector and/or the firm he/she/represents.

- (8) However, nothing in this section shall prohibit the Inspector and/or his/her/firm from offering consulting services on a Dwelling, and/or Residential Building his/her firm has not inspected as long as the consulting service is not pursuant to the sale and/or transfer of the property and/or dwelling.

- (9) Operating any system or component that is shut down or otherwise inoperable. (However, the Inspector shall recommend the Seller and/or the Seller's Representative demonstrate that those systems and/or components are functional).

- (10) Turn on any electrical or fuel supply and/or devices that are shut down. (However, the Inspector shall recommend the Seller and/or the Seller's Representative demonstrate that those systems and/or components are functional).

6.07: Optional Fee Based Services

There are certain risks inherent in the purchase of property and a Home Inspection is inherently limited in its 'scope and depth. The information gained from Home Inspection conforming to 266 CMR 6.04 may reduce some of those risks, but the Home Inspection is not intended to provide the Client with protection from all of the risks involved.

The Home Inspector may provide Optional Fee Based Services addressing items including, but not limited to, those excluded in 266. CMR 6.04 provided the service is specifically contracted for in writing and/or included in the Report, and do not include the physical repair, abatement, or treatment to the Dwelling, 'and/or Residential Building being inspected, and is not prohibited under 266 CMR 6.06.

To offer any such services that require an occupational license and/or registration, the Inspector shall hold a valid registration and/or occupational license in the jurisdiction where the inspection is taking place. The Inspector shall inform the Client in writing that he/she is so registered/licensed and is therefore qualified to go beyond the standards of 266 CMR 6.04.

STANDARDS OF PRACTICE

DEFINITIONS

Agent. Seller's/owner(s) representative and/or person authorized to act on behalf of the seller/ owner(s) including a real estate broker or salesperson as defined in M.G.L. c 1J2, § 87PP.

Associate Home Inspector. A person licensed pursuant to M.G.L. c; 112, § 223, conducting a Home Inspection of residential building(s) under the supervision of a licensed Home Inspector.

Automatic Safety Controls. Devices designed and installed to protect systems and components from unsafe conditions.

Architectural Services. As defined in M.G.L. c. 112, §§ 60A through 60O (architect's license required).

Board. The Board of Registration of Home Inspectors established pursuant to M.G.L. c. 13, § 96.

Branch Circuit. The circuit conductors between the final overcurrent device protecting the circuit and the outlet(s).

Buyer's Broker. A real estate broker or salesperson, as defined in M.G.L. c 112, § 87 YY1/2, who has a written contractual agreement or a written agency disclosure between the buyer and the real estate broker specifying that the real estate broker is acting exclusively for the buyer as a buyer's broker.

Central Air Conditioning. A system that uses ducts to distribute cooled and/or dehumidified air to more than one room or uses pipes to distribute chilled water to heat exchangers in more than one room, and which is not plugged into an electrical convenience outlet.

Client. A person who engages the services of a Home Inspector for the purpose of obtaining inspection of and a written Report On the condition of a Dwelling and/or Residential Building(s).

Component. A Readily Accessible and Observable element comprising a part of a system and which is necessary for the safe and proper function of the system.

Conditioned Surface. The surface of the floor and/or ceiling that is being mechanically cooled and/or heated.

Continuing Education Credits. Formal coursework covering the elements directly related to the inspection of homes and/or commercial buildings. One contact hour shall equal one credit.

Continuing Education Program. Formal presentation such as a lecture or interactive session with specified learning objectives at which Registrants can earn Continuing Education Credits approved by the Board based on criteria set forth in 266 CMR 5.00 *et seq.*

Contract. The written agreement between the Client and the Home Inspector, which spells out the responsibilities and duties of each party and the fee to be paid for the inspection.

Cross Connection. Any physical connection or arrangement between potable water and any source of contamination.

Dangerous or Adverse Situations. Situations that pose a threat of injury to the Inspector's health and welfare as determined by the Inspector.

Direct Supervision. Direct supervision means on-site and in-view observation and guidance of a supervisee who is performing an assigned activity during a Home Inspection.

Dismantle. To take apart or remove any component, device, or piece of equipment that is bolted, screwed, or fastened that a homeowner in the course of normal household maintenance would not dismantle other than the electrical panel cover(s).

Dwelling. A house, townhouse, condominium, cottage, or a Residential Building containing not more than four dwelling units under one roof.

Educational Training Credits. Formal coursework covering the elements of the fundamentals of Home Inspection. One contact hour shall equal one credit.

Electrical Services. As defined in M.G.L. c. 141, M.G.L. c. 148, §§ 10D and JOE, and 527 CMR 12.00 (electrician license required).

Engineering Services. As defined in M.G.L. c. 112, §§ 81D through 81T. (Engineering license required).

Environmental Services. Services that require physical samples to be taken and analyzed by a laboratory to determine the type of and presence of contaminants and/or organic compounds and as defined in M.G.L. c. 112, §§ 81D through 81T and § 87LL. (License required).

Exclusions. Those items that are not part of and/or included in the 266 CMR 6.00: *Standards of Practice* and are to be provided by other specialists of the Client's choice. However, they may be included in the inspection as part of Optional Fee Based Services as outlined in 266 CMR 6.07.

Fee Paid Inspection. A Home Inspection carried out in accordance with 266 CMR 6.04 for which the Client pays a fee and receives a report. Feeder. All circuit conductors between the service equipment, the source of a separately derived system, or other power supply source and the final branch-circuit overcurrent device.

Fully Depreciated. Item/System inspected is no longer under the manufacturer's warranty, and it is reaching the end of its serviceable life. The Item/System/Component has no dollar or salvage value, and replacement should be anticipated.

Functional Drainage. A drain is functional when it empties in a reasonable amount of time and does not overflow when another fixture is drained simultaneously.

Functional Flow. A reasonable flow at the highest fixture in a dwelling when another fixture is operated simultaneously.

Heating Services. As defined in M.G.L. c. 148, §§ JOC and JOH, and 527 CMR 4.00: *Oil Burning Equipment*, plumber and electrician license required where applicable).

Home Inspection. The process by which an Inspector, pursuant to the sale and transfer of a residential building, Observes and Reports On those systems and components listed in 266 CMR 6.00 *et seq* with the exception of the noted exclusions and prohibitions.

Household Appliances. Kitchen and laundry appliances, room air conditioners, and similar appliances.

Indirect Supervision. The oversight of activities, other than direct observation, performed by the Supervisor in order to provide guidance to the Associate Home Inspector. These activities may include meeting with the supervisee; reviewing Reports prepared by the supervisee; reviewing and evaluating the supervisee's activities in connection with home inspections; and having supervisory conferences that may be conducted by telephone.

In Need of Repair. Does not adequately function or perform as intended and/or presents a Safety Hazard.

Inspect/Inspected. To Observe the Readily Accessible systems or components as required by 266 CMR 6.04 *et seq*.

Interior Wiring. Includes the exposed and Readily Observable Feeder and Branch Circuit wiring in the dwelling.

Mock Inspection. A simulated Home inspection carried out for training purposes only and there is no Client involved.

Normal Operating Controls. Homeowner Operated devices such as a thermostat or wall switches.

Observable. Able to be observed at the time of the inspection without the removal of fixed or finished coverings and/or stored materials.

On-site Water Supply Quality. The condition of the potable water based on an evaluation of its bacterial, chemical, mineral, and solids content.

Optional Services. Optional fee based services; which are beyond the scope of the Home Inspection as defined by 266 CMR 6.00 *et seq*.

Primary Windows and Doors. Windows and exterior doors that are designed to remain in their respective openings year round.

Readily Accessible. Capable of being reached quickly for visual inspection without requiring the Inspector to climb over or remove any personal property, to dismantle, to use destructive measures, to resort to portable ladders and/or any action which will likely involve risk to persons or property.

Readily Operable Access Panel. A panel provided for homeowner inspection and maintenance, which has removable or operable fasteners or latch devices in order to be lifted, swung open, or otherwise removed by one person, and its edges and fasteners are not painted in place. (The panel must be within normal reach and not blocked by stored items, furniture or building components.)

Readily Observable Signs. Conditions of deterioration on the surface including, but not limited to: water stains, wood destroying fungi, insect infestation and deterioration suggesting the potential for concealed damage.

Recreational Facilities. Whirlpools, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other entertainment or athletic facilities.

Registered Professional Home Inspector. A Registrant (person) licensed pursuant to M.G.L. c. 112, § 222, by the Division of Professional Licensure.

Registrant. "Register", "Registered", "Registrant", and "registration" shall be used interchangeably with the words "license", "licensed", "licensee", and "licensure".

Repair. All repairs, when implemented by the buyer, seller, and/or homeowner shall comply with applicable requirements of the governing codes and sound construction practices.

Report. A written document setting forth findings of the Home Inspection unless otherwise specified in 266 CMR 2.00.

Report On. A written description of the condition of the systems and components observed. (The Inspector must state in his or her Report whether the System or Component has Readily Observable Signs indicating that it is in need of repair or requires further investigation.

Representative Number. For multiple identical components such as windows, doors and electrical outlets, *etc.* one such component per room.

Roof Drainage Systems. Gutters, downspouts, leaders, splash blocks, and similar components -used to carry water off a roof and away from a dwelling or residential building.

Safe Access. Access free of any encumbrances, hazardous materials, health and Safety Hazards such as climbing and/or standing on anything other than the ground and/or floor which may jeopardize the Inspector as determined by the Inspector.

Safety Hazard. A condition in a Readily Accessible, installed system or component, which is judged by the Inspector to be unsafe, or of significant risk of personal injury during normal day-to-day use. (The risk may be due to damage, deterioration, improper installation or a change in the accepted residential construction standards.)

Seller/Seller's Representative. The owner of the property or one legally authorized to act on behalf of the owner such as an administrator, executor, guardian, or trustee, whether or not a natural person or Agent representing the seller.

Shut Down. A piece of equipment or a system is shut -down when the device or control cannot be Operated in a manner that a homeowner should normally use to Operate it. (Inspectors are prohibited from operating the equipment or system).

Solid Fuel Heating Device. Any wood, coal, or other similar organic fuel-burning device including, but not limited to, fireplaces (whether masonry or factory built), fireplace inserts, stoves, central furnaces, and any combination of these devices.

Structural Component. A component that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads).

Supervisor. The licensed Home Inspector designated to oversee and supervise the training of an Associate Home Inspector and/or Trainee.

System. A combination of interacting or interdependent components assembled to carry out one or more functions.

Technically Exhaustive. An inspection is technically exhaustive when it involves the use of measurements, instruments, testing, calculations, and other means to develop scientific or engineering findings, conclusions, and recommendations.

Trainee. A person in the Associate Home Inspector Training Program for the purpose of meeting the requirements of M.G.L. c. 112, § 223 to qualify for licensure as an Associate Home Inspector.

Under Floor Crawl Space. The under-floor space between the bottom of the floor joists and the earth or floor under any Dwelling *and/or* Residential Building.