



**MORGAN K. COHEN HOME INSPECTION LLC**  
**Wood Destroying Insect Inspection Agreement**

**1. General.** This is an agreement between \_\_\_\_\_ (the "Client") and Morgan K. Cohen Home Inspection LLC ("MKC"). The Client requests that MKC conduct a wood destroying insect ("WDI") inspection to be conducted on the premises located at \_\_\_\_\_, MA (the "WDI Inspection") and prepare a report in connection with the WDI Inspection (the "WDI Report"). The WDI Inspection shall be conducted on \_\_\_\_\_, 20\_\_\_\_. In most instances, the WDI Report will be prepared and delivered to the Client within 48 hours of the end time of the WDI 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 start time of the WDI Inspection a fee of \$\_\_\_\_.00 to MKC covering the WDI Inspection and WDI Report. Should the Client fail to timely pay the agreed upon fees in full, MKC may withhold the WDI Report.

**2. Inspection and Reporting Standards.** The WDI Inspection will be performed, and the WDI Report will be prepared, in accordance with the National Pest Management Association ("NPMA") guidelines for WDI inspections and reporting.

**3. Scope of the WDI Inspection and WDI Report.** The WDI Inspection is meant to provide the client with a better understanding of past or present insect activity on the property. The residential structure will be inspected for signs of active or inactive, past or present, wood destroying insects. Any adjacent detached buildings will also be inspected as agreed upon by the Client and MKC. The WDI Inspection will identify and describe the locations of WDI activity and make recommendations for treatment or further investigation by a pest control operator. MKC does not treat for pest activity. The inspector will probe accessible areas where WDI activity is suspected. Areas that have finished surfaces will not be probed because the surfaces may be damaged. Areas that are deemed unsafe by the inspector may not be ventured and inspected, and the inspector will not report on such conditions. MKC's inspectors do not specifically inspect for or report on "nuisance" pests, rodents, or other animal activity, but the inspector may report if such conditions are observed.

The WDI 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 WDI Report, not any oral remarks that may be made by the inspector during the WDI Inspection. The final written WDI Report will be prepared on Form NPMA-33, which can be found at:

<http://www.hud.gov/offices/adm/hudclips/forms/files/npma-33.pdf>. A copy of Form NPMA-33 will also be provided to the Client upon request.

**4. Warranties.** There is no express or implied warranty of any kind regarding presence or absence of WDI on the property or as to the future or expected presence of WDI, whether or not mentioned in the WDI Report. This is a limited inspection only, and this Agreement, the WDI Inspection and the WDI Report do not constitute a general warranty, an insurance policy, a certification or a guarantee of any kind. Insect activity can fluctuate due to variables such as weather, seasonal changes, soil disruption, food sources, insect behavior or other factors. The WDI Inspection will take all of these factors into account and provide the most accurate inspection possible given the conditions. The WDI Report is considered valid only for the time and conditions under which the inspection was performed. Should the Client discover unfavorable conditions that the Client suspects had been overlooked or not reported on at the time of the WDI 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 WDI Inspection is being performed, and the WDI 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 WDI 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 WDI Inspection and/or the WDI Report brought by a third party or third parties.

**6. Arbitration.** Any dispute concerning this Agreement or arising from the WDI Inspection or the WDI 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 WDI 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.

**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. Limitation on Liability.** IN NO EVENT WILL MKC OR ITS MEMBERS, MANAGERS, MANAGING MEMBERS, INSPECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES INCURRED BY THE CLIENT OR ANY THIRD PARTY FROM ANY CAUSE WHATSOEVER. IN NO EVENT SHALL MKC'S LIABILITY FOR ANY BREACH OF THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID TO MKC HEREUNDER, AND THE CLIENT HEREBY RELEASES MKC AND ITS REPRESENTATIVES FROM ANY FURTHER LIABILITY.

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 \_\_\_\_\_

MORGAN K. COHEN HOME INSPECTION LLC

By: \_\_\_\_\_ Date \_\_\_\_\_ Morgan K. Cohen, Inspector. rev.1.0,4/28/08