

MASSACHUSETTS MANDATORY RESIDENTIAL HOME INSPECTION DISCLOSURE

Pursuant to Massachusetts regulation 760 CMR 74.00 *Residential Home Inspection Waivers*, this form must be signed by the buyer and seller prior to signing the first written contract to purchase a Residential Property in Massachusetts (unless one of the exceptions under 760 CMR 74.00 applies). Residential Property and Home Inspection shall be defined pursuant to 760 CMR 74.02.

Limitations on Home Inspection Waivers:

Every seller of Residential Property is notified that M.G.L. c. 143, § 101 and 760 CMR 74.00 prohibit a seller from accepting an agreement to purchase contingent upon waiver, limitation, or restriction of buyer’s choice to obtain a Home Inspection, in whole or in part (unless one of the exceptions under 760 CMR 74.00 applies). A buyer of a Residential Property may choose to have the premises inspected by a licensed home inspector of the buyer’s choice. If the buyer chooses to have a Home Inspection, the buyer shall have a reasonable period of time after the full execution of the first written contract, as agreed to by the seller and the buyer, to decide whether to proceed with the transaction if the results of the inspection are not satisfactory to the buyer.

Seller's Disclosure

Pursuant to 760 CMR 74.00, Seller warrants and represents that the agreement to purchase is not, and in no event shall be, contingent upon waiver, limitation, or restriction of Buyer’s choice to obtain a Home Inspection, in whole or in part (unless one of the exceptions under 760 CMR 74.00 applies). Seller agrees and acknowledges that Buyer may choose to have the premises inspected by a licensed home inspector of the Buyer’s choice. The Seller further agrees, warrants, and represents that, if the Buyer chooses to have a Home Inspection, the Buyer shall have a reasonable period of time after the full execution of the first written contract as agreed to by the Seller and the Buyer, to decide whether to proceed with the transaction if the results of the inspection are not satisfactory to the Buyer.

Buyer's Acknowledgment

Each buyer hereby acknowledges that they may choose to have the premises inspected by a licensed home inspector of the buyer’s choice and acknowledges that this disclosure has been provided to the buyer herein.

Agent's Acknowledgment

Seller’s agent hereby acknowledges that each seller has been informed of the seller’s obligations under 760 CMR 74.00 and further acknowledges that this disclosure has been provided to each seller and buyer herein.

Certification of Accuracy

The following parties have reviewed the information above and certify that the information they have provided is true and accurate.

Property Address:

_____ Signature of Seller	_____ Print Name of Seller	_____ Date
_____ Signature of Seller	_____ Print Name of Seller	_____ Date
_____ Signature of Buyer	_____ Print Name of Buyer	_____ Date
_____ Signature of Buyer	_____ Print Name of Buyer	_____ Date
_____ Signature of Seller’s Agent*	_____ Print Name of Seller’s Agent*	_____ Date

*Seller acknowledges that a Seller Agent was **not** involved in this transaction.