

Well Water Sampling Agreement

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to the Property at:

The terms below govern this Agreement.

The fee for our inspection is \$ _____, payable in full at a time after the appointment.

The property has _____ well(s) servicing it ("well"). CLIENT desires that INSPECTOR collect water samples from each well as set forth herein and have the sample(s) analyzed by a laboratory for certain biological and chemical contaminants which includes analysis.

1. INSPECTOR agrees to perform the sampling and provide CLIENT with a copy of the laboratory's results.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to have the laboratory analyze each well sample for the following (Select all that apply):
 - a. Total Coliform
 - b. VOC: Volatile Organic Chemicals
3. CLIENT understands that well water may contain thousands of different biological and chemical contaminants, and that the laboratory will only test for those contaminants specifically identified in this Agreement. CLIENT further understands that the results represent a "snapshot" of the presence of the specified contaminants in the water sample(s) at the time the sample(s) is collected, and that laboratory results do not necessarily reflect the amount of contaminants that may be present in the future. CLIENT understands that results may vary from one well to another.
4. CLIENT understands that INSPECTOR will not be performing any other inspections or tests, except those specifically set forth herein.
5. The sampling and laboratory analysis are performed and the report is prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations and results with real estate agents, owners, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR accepts no responsibility for laboratory errors or delays. INSPECTOR'S sampling and the laboratory report are in no way intended to be guarantees or warranties, express or implied, regarding the quality of the well water and does not constitute a guaranty of suitability of the well water for any purpose now or in the future. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.
6. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the sampling, analysis, and report shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT voluntarily waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the property, even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain;(ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the testing at the stated fee rather than at a higher fee that takes into account potential liability.
7. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of the claim conditions within 14 days of discovery, and (2) Access to the wells. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
8. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSPECTOR's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado.
9. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.
10. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the testing and submission of the report to CLIENT. CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.
11. This Agreement is not transferable or assignable.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

CLIENT / Date

CLIENT / Date