



Home Inspector

Bryson Home Inspection Service Ltd.

Jim Bryson

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WELL INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ____, ____, by and between **BRYSON HOME INSPECTION SERVICE LTD.**, a Nova Scotia corporation, hereinafter referred to as the Inspector, and _____, hereinafter referred to as the Customer,

WHEREAS, the Customer has requested that the Inspector perform an Inspection of the property, particularly described below, and the Inspector has agreed to conduct such Inspection,

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration,

The terms below govern this Agreement.

The Inspector shall inspect the following described property:

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1. The Customer agrees to pay the Inspector the sum of \$300.00 (which includes a water sample), plus applicable sales tax and laboratory fees of \$81.39, for performing its services and the same shall be payable upon the signing of this Agreement.
 2. All documents that require signature and payment in full must be received no later than 48 hours prior to date and time of Inspection. Otherwise, we cannot guarantee date and time of Inspection.

The Client has requested that a Well Inspection be performed per the InterNACHI Well Inspection Standards of Practice. The Inspection will include the following: (i) a visual inspection of the wellhead (ii) wellhead cap or seal, (iii) well pressure tank and (iv) the well pump electrical control systems. The Inspector will also perform a two-hour pump flow test. For an additional fee, the Inspector may agree to perform a four-hour well pump flow test with static water level measurements (if allowed by the state and/or jurisdiction where the well is located). The purpose of the Well Inspection is to discover marginally producing wells and/or defective or failing well pumps and/or well components. The Inspection and report are not intended to be technically exhaustive. The Inspector will provide a written report that is a summary of their observations and unbiased opinions based on their experience. The Inspection is not considered completed until the written report is received by the Client.

The Inspection report will outline and define the well components that were inspected, as well as indicate the components that were not inspected, the reason they were not inspected, and a general statement of what is commonly included and excluded during a Well Inspection. The written Inspection report, together with this Agreement, represents the final statement on the condition of the water well as inspected, and the final statement of what was included and/or excluded in the Well Inspection.

NO WARRANTY & LIMITATION OF LIABILITY

The Well Inspection is intended to reduce risk but cannot eliminate risk. The Client acknowledges that the Inspector will not observe the below-grade portions of the well casing, that the Inspector could fail to see or not a defect, and that defects may exist that cannot be detected by visual inspection and/or a well pump flow test. The Client agrees that the Inspection and report in no way lessens the risk or likelihood of repairs or replacements being needed at any time in the future.

The Well Inspection and report do not constitute a warranty or guarantee of any kind, expressed or implied.

The Inspector and their employees or agents shall not be held liable for the cost of repairing any defects or deficiencies, whether present at the time of the Inspection or arising in the future, or for any consequential property damage or bodily injury of any nature.

DISPUTE RESOLUTION

CONTACT: Should the Client have a complaint against the Inspector prior to any alteration, repair or replacement, the Client shall provide reasonable notice to and permit an inspection of the condition(s) which gave rise to the complaint. The Client agrees to hold harmless the Inspector for any and all claims relating to conditions that are altered or repaired without said notice or inspection.

ARBITRATION: Unresolved disputes, except for non-payment of fees, shall proceed to binding arbitration conducted in accordance with the construction industry rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with the real estate inspection profession. The arbitrator shall conduct summary judgement motions and enforce full discovery rights as would a court and shall follow the substantive rules of law.

STATUTE OF LIMITATIONS: The parties agree that no action may be brought to recover damages against the Inspection more than one year after delivery of the Inspector’s written report to the Client. The party signing for the Client represents that they have full authority to make this Agreement on behalf of the Client. If this Agreement is signed on behalf of the Client by any third party, the person signing this Agreement expressly represents to the Inspector that they have the full authority to execute this Agreement on behalf of the Client, and to fully bind the Client to all the terms and conditions of this Agreement.

Disclaimer: If water is not operational at time of Inspection resulting in a 2nd trip to the property, then the Seller will be required to pay the full amount of the Well Inspection fee.

ACKNOWLEDGEMENT:

The undersigned acknowledges that they have read this Agreement, fully understand the Agreement, agrees to be bound by the Agreement, including the terms, conditions and limitations described above, and have received a copy of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client Signature: _____ **Date:** _____
Please print clearly _____

Jim Bryson, President _____ **Date:** _____
Bryson Home Inspection Service Ltd.