



Home Inspector

Bryson Home Inspection Service Ltd.

Jim Bryson

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SEPTIC SYSTEM 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:

1. The Customer agrees to pay the Inspector the minimum sum of \$350.00, plus applicable sales tax and expenses, 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.
3. We will perform a septic system Inspection to determine if the system is functioning as designed. If we perform a Septic System Inspection, we will follow InterNACHI's guidelines at <https://nachi.org/inspecting-septic-systems.htm>.
4. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not supervise us.
5. Our Inspection and report are for your use only. You must give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for its use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our Inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
6. We assume no liability for any sewer or septic system issues either current or arising in the future. You agree that in all cases, our liability shall be limited to liquidated damages in an amount not greater than the fee you paid us. You waive any claim for consequential, exemplary, special, or incidental damages or for the loss of the use of the home/building. You acknowledge that the liquidated damages are not a penalty, but that we intend

them to (i) reflect the fact that actual damages may be difficult and impractical to ascertain, (ii) allocate risk between us and (iii) enable us to perform the Inspection for the agreed upon fee.

7. If you believe you have a claim against us, you agree to provide us with the following: (i) written notification of adverse conditions within seven days of discovery and (ii) immediate access to the premises. Failure to comply with these conditions releases us from liability.
8. You agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County where we have our principal place of business. If you fail to provide any claim against us, you agree to pay all our legal costs, expenses and fees incurred in defending that claim. You agree that any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, must be brought only in the District Court of Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim. Any action against us or InterNACHI, you waive trial by jury.
9. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire Agreement; there are no terms or promises other than those set forth herein. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors, and assignees. You will have no cause of action against us after one year from the date of the Inspection.
10. If a court finds any term of this Agreement ambiguous or that it otherwise required judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this Agreement.
11. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

Disclaimer: This Septic Inspection service is intended only for Bryson Home Inspection Service Ltd.'s clients.

Note: This is not a stand-alone service.

Disclaimer: Any septic risers/openings shall be uncovered by the seller prior to the Septic Inspection.

Note: No excavation shall be performed by Bryson Home Inspection Service Ltd.

Disclaimer: In some cases, it may not be possible to safely deploy our fiber optic camera into inlet & or outlet pipes due to limited access (on-site condition) at time of Inspection.

Disclaimer: If water is not operational &/or all Septic openings are not exposed 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 Septic Inspection fee.

Note: If a lateral sewer inspection is requested the fee is \$200 plus tax.

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.

