

# Well Inspection Agreement

Date \_\_\_\_\_

The address of the property is:

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Fee for the Well inspection and water sampling is \$\_\_\_\_\_.

Inspector Rob Agency LLC (Hereinafter “INSPECTOR”) and the undersigned (hereinafter “CLIENT”), collectively referred to herein as “the parties.” The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a well inspection of the well and pressure tank and take water samples to be analyzed by a Wisconsin certified lab. INSPECTOR shall provide CLIENT with a written well inspection report (DNR form 3300-221) identifying the results of the inspection.
2. Under this Agreement, INSPECTOR shall only report the results of the well inspection and water composition analysis to the CLIENT or if agreed on, the CLIENT’S agent.
3. INSPECTOR agrees to perform the Well inspection in accordance with Wisconsin DNR well code NR 812. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold in conjunction with this well inspection.
4. The well inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR’S well inspection of the well and pressure tank and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the well and pressure tank or their components. 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.
5. 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 inspection or the 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 waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building 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 inspection at the stated fee.

6. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the well inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this well inspection, and for additional fee, perform additional inspections beyond the well inspection. Any agreement for such additional services shall be in a separate agreement.

7. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. 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.

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 is due upon completion of the well inspection. The 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.

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

\_\_\_\_\_  
CLIENT OR REPRESENTATIVE

\_\_\_\_\_  
Date