

Aj's Septic Inspections Inc.

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James Jason Cushing

State of Maine Certification # 272

Client

Name:

Email:

Phone:

***Please check to ensure all information above is complete & accurate**

THIS AGREEMENT made this _____ day of _____, 2017, by and between **Aj's Septic Inspections Inc. (hereinafter "INSPECTOR")** and the undersigned _____ (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

Address of the property is _____. Fee for the onsite sewage disposal system inspection is **\$275.00**. (Commercial systems - **\$325.00**) The property has _____ septic system(s) servicing it. (Additional costs will apply if there is more than one septic system on-site that requires inspection.) ***Failure to provide a 24-hour cancelation notice will result in a minimum of a \$50.00 fee.**

1. The inspection may consist of soil borings, dye test, exposing the pre-treatment tank and a small inspection hole will be dug into the absorption area along with the surging of some water through the system. CLIENT authorizes **Aj's Septic Inspections Inc.** to inspect this septic system and has received the owner's authorization for said inspection. In the event CLIENT is not the owner of the property, CLIENT states hereby that the inspection has been authorized by owner. CLIENT will assure and hold harmless INSPECTOR from and against any claim by owner based in whole or in part on INSPECTOR's unauthorized entry and inspection.

2. INSPECTOR agrees to perform a visual objective inspection of the septic system(s) and to provide CLIENT with a written inspection report containing the information about the condition of the system that can be determined. The report will be prepared based on information provided, if available at the time of the inspection and a visual observation of the components of the sewage system available for the inspection. It is a reflection of the condition of the septic system at the time of the inspection and not intended as an evaluation of the ability of the soil to treat waste water, **or a warranty or guarantee that the septic system will function for any period of time in the future.** This report is not an evaluation or inspection of the water supply system or any of its components, its

location or portability. The inspection does not determine whether the septic system impacts the property's drinking water or other ground and surface water. INSPECTOR may offer comments as a courtesy, but these comments do not comprise part of the bargained-for report. Any element or component not inspected on the day of this report are excluded from the report and should be inspected prior to settlement. The CLIENT should arrange for any additional inspections, repairs or pumping with an appropriate tradesman or have the INSPECTOR return when components are ready for inspection.

3. The inspection and report are performed and prepared for the use of CLIENT, who hereby gives INSPECTOR permission to discuss observations with the **CLIENT'S real estate agent, and/or lender**. INSPECTOR accepts no responsibility for the way in which such third parties may interpret or use such report or information. **Aj's Septic Inspections Inc.** has permission to share this report with third parties _____ (Please initial).

4. Keep in mind that inspections done during the winter months, because of frost and snow, may not be as encompassing as those done during summer months.

5. The condition of internal plumbing is not covered as part of this inspection.

6. 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, (2) Access to the premises; and (3) Permission to inspect or have inspected the claimed adverse conditions. Failure to comply with the above conditions will release INSPECTOR, its employees and agents, from any and all obligations or liability of any kind.

7. INSPECTOR's inspection of the property 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 home/building or its components including the septic system. 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.

8. **Payment of the fee to INSPECTOR is due the day of the on-site inspection**, unless Inspector has agreed prior to other terms. Cash or check only. If payment is not received at the time of the inspection, results (including the written report) will not be released. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any.

9. This Agreement is not transferable or assignable. All of the other terms of the Septic System Inspection are incorporated herein by reference. CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Date: _____

Client _____

Date: _____

Inspector _____