

Septic Performance Test Agreement



THIS AGREEMENT for a septic performance test located at _____ for a fee of _____, is made between **Certified Home Inspection LLC** (hereinafter "INSPECTOR") and the undersigned _____ (hereinafter "CLIENT"), collectively referred to herein as "the parties" The Parties Understand and Voluntarily Agree as follows:

1. The CLIENT understands this is a limited inspection consisting of running 75-100 gallons of water through the plumbing system, per bedroom. And a visual inspection of interior drain lines and ground conditions at the locations of the presumed area of the septic tank and drain field, looking for surfaced effluent or water discharge. This inspection cannot confirm or deny proper installation of the system as the system is not visible. Absolutely no digging or probing is conducted. This is strictly a visual inspection of ground conditions only. This Inspection is not a guarantee of the future performance of the system, and only relates to conditions as observed at the time of inspection only. CLIENT authorizes Inspector 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 INSPECTORs unauthorized entry and inspection.
2. INSPECTOR agrees to perform a visual objective inspection of the grounds in the area of the septic system 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 visual 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 potability. 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. No probing is conducted to verify the location of the septic system. 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 CLIENTS 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.
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. 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.
6. INSPECTORs 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

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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.

7. Payment of the fee to INSPECTOR is due the day of the on-site inspection, unless Inspector has agreed prior to other terms. 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.

8. 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.

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. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in Washington County, TN in accordance with the existing rules of ADR Systems of America, LLC and judgment upon the award rendered may be entered in any court having jurisdiction. The cost of arbitration shall be borne equally between CHI and Client. Any award of damages to Client shall be limited to the cost of the performance of this inspection.

11. It is understood that this inspection is for Real Estate Transaction Purposes only, and does not constitute a rigorous onsite inspection. **IT DOES NOT GUARANTEE THE CONTINUED FUNCTIONALITY OF THIS SYSTEM.**

Client Signature: _____

Certified Home Inspection LLC

PO BOX 5641, Johnson City TN 37602

(423)-360-7203

Brian Tankersley