

## **Water Testing Agreement Between Customer And Airvana Inspections Llc**

This is an Agreement between you (Client), and Airvana Inspections LLC (“we”, “us”) for water testing at the property described below.

The property is at \_\_\_\_\_.

You will pay us \$\_\_\_\_\_for the testing. You must pay us in advance.

This Agreement is for testing only. We are **not responsible for water treatment, remediation, correction of contamination issues, or guaranteeing potability**. As a courtesy, we may offer general comments about water quality or treatment options, but these will not obligate us to develop or implement any remediation plan.

Our report is only supplementary to the seller’s disclosure in case this testing is for a real estate transaction.

Unless otherwise inconsistent with this Agreement or not possible, we will perform the sampling in accordance with current industry standards and using proper chain-of-custody procedures.

Our report is for your use. We generally do not discuss findings with anyone but the person who hired us unless required by law. You (client) may grant us permission to share results with others (real estate agents, owners, repairpersons, etc.) by sending us an email. We are not liable for use or misinterpretation by third parties.

Our water testing and report **are not a guarantee or warranty**, express or implied, regarding the future condition, safety, purity, or suitability of the property's water supply. We expressly disclaim all warranties, including merchantability and fitness for a particular purpose.

### **Sample Collection & Laboratory Responsibility**

- We will collect samples following standard practices unless otherwise required by the certified laboratory.
- Once samples are submitted, the laboratory is solely responsible for analyzing the samples and generating results.

- We are not responsible for laboratory errors, testing delays, lost samples, sample contamination during transit, or changes in water chemistry that occur naturally or due to sample handling time.

### **Limitations of Water Testing**

Water quality can vary from day to day. This test represents conditions **only at the exact time the sample is collected**, and:

- Does not guarantee future water quality.
- Does not detect contaminants not included in the test package ordered.
- May not detect intermittent or seasonal contamination.
- May be affected by plumbing conditions, stagnant water, or user interference.

### **Client Responsibilities**

You agree to:

- Provide safe access to the sampling location.
- Inform us of any filtration devices, water conditioners, or treatment systems installed.
- Avoid altering, flushing, chlorinating, or changing the water system within 12 hours prior to testing unless instructed.

### **Liability Limitation**

You agree that our liability (and that of our agents, employees, etc.) for claims arising out of this Agreement shall be limited to liquidated damages in an amount equal to the fee you paid us. You waive any claim for consequential, exemplary, special, or incidental damages, or for loss of use of the property. You acknowledge that these

liquidated damages reflect the difficulty of determining actual damages and allow us to perform services at the stated fee.

### **Claims**

If you believe you have a claim against us, you must supply us, within seven days of discovering the issue, with:

- (i) written notice of the claim with sufficient detail for evaluation, and
- (ii) access to the premises.

Failure to meet these conditions bars any claim.

### **Legal Terms**

The exclusive venue for any action arising out of this Agreement is the county where we maintain our principal place of business. You waive trial by jury. The court must award reasonable attorney's fees and costs to the prevailing party.

If any court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents the full and complete agreement of the parties. All prior communications are merged into this document. No statement or promise made after execution is binding unless in writing and signed by both parties.

You will have no cause of action against us after one year from the date of sampling.

If you are signing on behalf of a corporation, LLC, or similar entity, the signer personally guarantees payment of all fees.

**I HAVE CAREFULLY READ THIS AGREEMENT. I SIGN IT VOLUNTARILY, FREE OF ANY DURESS.**

CLIENT NAME \_\_\_\_\_

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
For Airvana Inspections LLC

\_\_\_\_\_  
(Date)