



**Dick Delaney Home Inspections LLC**  
275 Pioneer Road Franklin, PA 16323  
Office: 814-758-1817  
email [ddhis@verizon.net](mailto:ddhis@verizon.net)

**PRE-TESTING AGREEMENT**

**Subject Property to be Inspected:**  
**Inspection Date:** \_\_\_\_\_ **Inspection Time:** \_\_\_\_\_ ( ) AM ( ) PM  
**Client(s) Name:** \_\_\_\_\_  
**Client(s) Email Address:** \_\_\_\_\_  
**Inspected By: Dick Delaney**

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

The Client authorizes \_\_\_\_\_ hereinafter referred to as "the Company", to provide the following services at the above identified Subject Property, and agrees to pay the price stated to the Company for the performance of the service(s) and issuance of the report(s).

\_\_\_\_\_ **ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED** \_\_\_\_\_

- ( ) Well Water Supply Test \$ \_\_\_\_\_
- ( ) Water Quality (Bacteria) State Certified Report \$ \_\_\_\_\_

The total fee for our service(s) is \$ \_\_\_\_\_ Payable to Dick Delaney Home Inspections Payment is expected before or at the time of inspection. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client.

Payment is made by: ( ) Check No. \_\_\_\_\_ ( ) Cash / Money Order No. \_\_\_\_\_

**REPORT DISTRIBUTION:** The Client controls the distribution of all reports and authorizes the Company to release copies of the report or summary to the following: ( ) CLIENT ( ) CLIENT'S Real Estate Agent ( ) CLIENT'S Attorney ( ) Other: \_\_\_\_\_

**NOTE: IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS PRE-TESTING AGREEMENT ARE CONTAINED IN THE ATTACHED ADDENDUM ENTITLED *LIMITATIONS AND EXCLUSIONS OF THE WELL WATER SUPPLY ADEQUACY TEST AND REPORT*. PLEASE THE READ THE ADDENDUM CAREFULLY. PLEASE FEEL FREE TO ASK ANY QUESTIONS. For all other services provided by the Company, if any, the terms and conditions of such services are contained in the additional attached Agreements and/or Addendums.**

I have read and agree to each of the terms, conditions, limitations and exclusions of this Pre-Testing Agreement and the attached addendum(s).

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Name: \_\_\_\_\_  
Please Print

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Name: \_\_\_\_\_  
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## LIMITATIONS AND EXCLUSIONS OF THE WELL WATER SUPPLY ADEQUACY TEST AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following terms and conditions:

- 1. Client Attendance and Permission to Access Subject Property:** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the testing and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property. It is the Client's responsibility to make sure that at the time of the test all utilities (gas, electric, water, or other utilities) are turned on, and that all areas to be accessed are clear and accessible. The Company will not turn on systems that have been shut down and assume no reporting responsibility whatsoever regarding such systems.
- 2. Scope of the Inspection and Report:** The Client understands and agrees that the Company will test the well water supply adequacy and prepare a report with the results of the testing indicating the yield of the well in gallons per minute.
- 3. Testing Exclusions:** The Client understands and agrees that the Company **IS NOT REQUIRED TO:** perform an engineering evaluation; probe, bore, pry, poke or otherwise invade any physical structure; dismantle equipment, items and systems. The Client understands and agrees that the Well Water Supply Adequacy Test **DOES NOT INCLUDE TESTING FOR:** water potability; plumbing code, health code or zoning ordinance violations; geological stability or soils conditions; well pumps and storage tanks or treatment equipment; any type of environmental and/or health problem or hazardous substances on the land, in the air or water; review of municipal documents related to the Subject Property; flood plain maps; interviews with the owner or occupants; and municipal code compliance review. Other limitations may be listed in the written report to be provided to you. The Client understands and agrees that testing of the foregoing items and substances should be performed, detected and evaluated by other qualified specialists of Client's choice and hire. The Company **IS NOT REQUIRED TO DETERMINE** whether any system or component of the Subject Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illicit drugs, products or by-products, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. The Company **IS NOT RESPONSIBLE FOR DETECTING, IDENTIFYING, DISCLOSING OR REPORTING** the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include, but are not limited to: (1) asbestos; (2) radon; (3) oil, gasoline or any other petroleum product; (4) lead; (5) urea formaldehyde; (6) mold; (7) mildew; (8) fungus; (9) odors; (10) noise; (11) toxic or flammable chemicals; (12) water or air quality; (13) PCBs or other toxins; (14) electromagnetic fields; (15) underground storage tanks; (16) proximity to toxic waste sites or sites being monitored by any state or federal agency; (17) carbon monoxide; (18) the presence of or any hazards associated with the use or placement of Chinese drywall at the Subject Property; or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid. The Company **IS NOT REQUIRED TO INSPECT:** (1) timers; (2) clocks; (3) thermostats; (4) safety devices; (5) lawn sprinklers; and/or (6) fire protection systems including sprinklers and standpipes.
- 4. BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the testing or the report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. All proceedings must be held in the state where the services were performed. **NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**
- 5. Disclaimer of Warranty:** The Client understands that the testing and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the testing nor the report is a substitute for any real estate transfer disclosures that may be required by law.
- 6. Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.
- 7. Choice of Law:** This Agreement shall be governed by Pennsylvania law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.
- 8. LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the testing and report is based solely on the value of the service provided by the Company in the performance of the limited testing and production of the report as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the testing or the report, is limited to an amount equal to the testing fee multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

9. **LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY:** Any legal action, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, ordinance, regulation or code, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the testing or report must be brought within one (1) year from the date of the testing, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. Failure to bring said action within one (1) year of the date of the testing shall be a complete bar to any such action and a full and complete waiver of any rights, actions or causes of action that may have arisen from the testing and/or report. This time period may be shorter than otherwise provided by State law.

10. **Entire Agreement:** This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. The inspection is being performed for the exclusive use and benefit of the Client. The inspection, including the written report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

11. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Name: \_\_\_\_\_  
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