



Terms and Conditions Agreement

All inspections are a subjective and visual inspection only, the conclusions of which are based on the observed condition of the system components that could reasonably be accessed, and information known about the system at the time this report was completed. There may be unknown historical problems or conditions which may compromise the conclusions stated in this report. Our responsibility is limited to the customer to whom the Report is addressed (the "Customer") and to that Customer only. We disclaim all responsibility and will accept no liability to any other party, including the property owner.

The provided Report, even if such Report contains acceptable, passing or otherwise positive conclusions, does not warrant or guarantee continued functionality, flow, condition or operation of the systems inspected or tested.

Payment and/or use of this evaluation signifies the Customer's understanding and acceptance of the terms hereof, the limitations herein, as well as any noted faults with the system or component inspected.

In addition to the general disclaimers provided above, and below, the following services are subject to the specific terms and limitations set forth below:

Well Yield Test

- Occasionally, without any fault of the inspector, the well pump may fail during the testing process. Mechanical failure of the well pump may lead to water being temporarily unavailable in the home.
- Corrosion may cause a hose bib or water valve to be broken during inspection.
- Leaks in water lines may be uncovered (for example in a vacant property where water has been shut off).
- These mechanical failures occur most often due the well pump, hose bibs, or water lines reaching the end of their respective expected life. HLSC shall not be liable to the customer or the owner for any such failure.

Water Testing

- Payment or any portion thereof will not be refunded once a water sample is taken. Results are returned to the Customer when at the reasonable discretion of the lab and turnaround time is not guaranteed.
- Functionality of onsite water conditioning systems will not be inspected during a well yield or water quality test.

Septic Testing

- Improperly placed or unmarked utility or irrigation lines may be damaged. We ask that owners disclose non-permitted underground lines or wires.
- Gardens, and tree roots may be disturbed if they are located in close proximity to either the tank or the absorption system. Components of the tank such as the lid or baffle may be broken

during the inspection. The hydraulic load test could cause a backup in the system if it has been poorly maintained.

- If a regular Septic Evaluation is ordered HLSC will not be responsible for omissions due to not ordering a more thorough Camera Septic Inspection.
- At the time a Camera Septic Inspection is ordered, Miss Utility will be contacted to mark the grounds at the property. HLSC will be observing the back end of the septic tank and the distribution box of the system. If the system does not have access at grade for these components, we will provide our best efforts to diminish any disturbances to the areas above these locations.
- If the camera cannot gain access to either the septic tank nor distribution box the inspection will be completed to the best of our ability. Depth of tank components, structures on the property, landscaping features, and soil variations could all obstruct access. In this event, the inspection fee will be adjusted to reflect a \$100 discount from the price that was originally quoted, except in the case that the camera inspection was part of the “Healthy Homes Package.” No further discount applied to the “Healthy Homes Package” price. Please note that pricing differs by county. If the septic tank cannot be accessed, and there is no reasonable access to the tank, the tank will be labeled unacceptable, and a manhole riser will be required before the system can go through one free, follow-up inspection and be labeled as “Acceptable”. In this instance, if the camera is used to locate the septic tank the full price will be collected, an ‘Unacceptable’ mark will be given on our report and HLSC will provide a free evaluation once a manhole riser is installed. Depending on the access installed, HLSC may still not be able to utilize the camera at the free re-inspection.
- The scale drawing provided does not reference property lines. Our inspectors are not surveyors and therefore all measurements are relative to structures on the property and septic components.
- Cracks may occur to either the tank or distribution box lid at the time of inspection.

Sewer Scope

- Inspection is limited to what is visible by the camera.
- If there is no access cap \$100 will be added to remove a toilet for access. Every effort will be made to replace the toilet to its original condition. Complications such as a broken flange are not the responsibility of HLSC as they may occur from the normal removal and reinstallation of the toilet.
- No discount will be given if toilet removal is refused.

Radon

- A non-interference agreement is requested but not required. Non-compliance of the terms of that agreement may compromise test results. Seasonal changes and weather conditions may have an effect on test results.

Cancellation Policy

- Notice of cancellation must be received by 5:00 pm or close of business the day prior to the inspection. A \$75-\$100 trip charge will be assessed if notice is not received.

General Terms as to all HLSC Services

Neither HLSC nor customer shall in any event be liable to the other party for any indirect, consequential, exemplary, special, or punitive damages, resulting from either party's actions in connection herewith, even if they have been advised of the possibility of such damages. In order to provide customers with affordable uniform fees for inspections, without assessing each property or system to be inspected, HLSC's liability arising as a result of the work performed for any customer, whether such claim arises in contract, tort or otherwise, shall be limited to the fee paid to HLSC by the customer. Except in the case of HLSC's gross negligence, the customer, by accepting the provided report hereby agrees to indemnify and save HLSC harmless from and against any and all claims, actions, debts, liabilities, or proceedings resulting from a claim by any property owner or other person against HLSC arising out of any act or omission of the HLSC, or any of its agents and/or employees.