

NAWT OWTS INSPECTION AUTHORIZATION FORM

[Company Letterhead]

Re: [address of inspection]

[Client name]

[Property owner]

[Billing Address]

[Property owner address]

[City, State Zip Code]

[Property owner City, State Zip Code]

Directions to property: *Physical directions to the property – possibly legal description*

Description of services to be provided: *Briefly describe the onsite wastewater inspection that will occur and purpose for inspection, i.e. Transfer of Title, Use Permit, etc.*

Estimated fees and approval: *List the fees charged for the services provided. It is recommended to include a statement at the end that this is an estimate if there are fees that are variable in nature and could change i.e. pumping price may change if additional volume is pumped, digging charges may change if the work reaches a certain threshold, **Please note that [list variable fees] are an estimate due to the variable nature of the fees and this is a good faith best estimate of fees for those services or items listed.***

Authorization:

Regarding the above property, the signature(s) below authorizes, and this letter instructs [Company], "The Company", to undertake and perform the agreed upon Onsite Wastewater Treatment System (OWTS) Inspection, which includes the following (please initial next to each applicable statement):

- _____ Enter the above listed property for the purposes of OWTS Inspection
- _____ Enter the dwelling to verify functionality of any component associated with the OWTS
- _____ Inspect and report on all the OWTS components contained therein
- _____ Contact/interview previous inspectors
- _____ Contact/interview homeowner and/or current residents of above listed property
- _____ File with the local permitting agency any applicable forms and final inspection report generated by "The Company"

Performance of Standards:

The work will be performed in a good and workmanlike manner by "The Company" in accordance with applicable current [National Association of Wastewater Technicians] OWTS Inspection Standards.

Warranty:

The undersigned understands that except as expressly set forth in this authorization/agreement, this NAWT OWTS Inspection and services provided therein, **do not constitute a warranty** of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. The purpose of this OWTS Inspection is to identify the components of the OWTS and determine if they are in good working order at the time of inspection and make any appropriate recommendations.

The undersigned understands and acknowledges that there are numerous factors which affect the installation, operation, and maintenance of an OWTS. The inspection and the resulting OWTS Inspection Report, "The Report", to be issued shall not and will not constitute, and shall not be construed by the undersigned as a warranty by "The Company" that the system is without flaw and will function properly for any period into the future and for any particular loading or usage.

The undersigned understands and acknowledges that the Inspection Report will present conditions observed at the time of inspection. The undersigned will not represent "The Report" as a "warranty" to third parties.

"The Company" shall be deemed the author and owner of "The Report" and shall retain all common law, statutory, and other reserved rights, including, without limitation, copyrights. Any dissemination of "The Report" shall not be construed as publication in derogation of the reserved rights of "The Company".

In the case of a real estate transaction, "The Company" grants the Buyer and Seller listed below a nonexclusive license to use "The Report" solely and exclusively for purposes of evaluating the applicable property in contemplation of the transaction between the Buyer and Seller.

Buyer: _____

Date: _____

Seller: _____

Date: _____

By accepting said nonexclusive license, Buyer and Seller agree that they shall only disclose "The Report" to their respective real estate brokers and further agree to indemnify, defend, and hold harmless "The Company" from any claims or causes of action by any person other than the Buyer or Seller asserted against "The Company" in connection with "The Report". Buyer and Seller agree that "The Company's" liability in connection with the inspection shall be limited to the total fee paid for services to "The Company" for the inspection.

Disclosure of Report and Findings:

"The Company" may disclose the results of the inspection and "The Report" to its agents, affiliates, and consultants, and as may otherwise be required by applicable laws, regulations, ordinances, or court order.

Accepted and agreed to this date: _____

By: _____

Property Owner/Owner Agent/Authorized signer for this agreement

If a component is determined to be unacceptable, and that component is subsequently repaired, replaced or put into proper working order, that component must be re-inspected. A Hydraulic Load Test may be the appropriate diagnostic tool to evaluate the success of the repair.

Optional Elements You May Want to Include:

- Name of a company representative that the client can contact
- Preliminary Information Form for the customer to complete
- A breakdown of the buyer's and seller's obligations

Note: In the event that an inspection is to be performed on a newly-installed or never-used system, such a fact must be included in the agreement. If the client requires an HLT on such a system, the following paragraph must be included in both the agreement and in the inspection report.

"The hydraulic load test (HLT) is designed to identify problems associated with STAs (and cesspools and seepage pits) that have, in the past, been in continuous use for at least 30 days. There is neither reason nor justification to subject these systems to a hydraulic load test."

In the event that the occupancy of the buyer will be greater than that of the seller a hydraulic load test will be recommended. The buyer will need to decide if they will approve this test. The client may decline your recommendation. Ask for an acknowledgment in writing.