



# CHATFIELD

WELL DRILLING | WATER PUMPS | WATER TREATMENT

## **Chatfield Drilling, Inc. - Terms and Conditions for Service**

The Customer has the right to cancel this contract within three (3) days of signing, unless the Company commences work on the Property before the expiration of the three-day period. If the Customer cancels within this period and the Company has not commenced work, the Company will refund any payments made by the Customer in full. If the Company commences work within the three-day period, this cancellation right is void.

### **1. Scope of Work:**

Chatfield Drilling, Inc. ("the Company") agrees to perform the service/repair/installation described in the attached estimation/invoice("the Work") at the property listed above ("the Property"). While the Company will make every effort to complete the Work as described, unforeseen circumstances such as subsurface conditions, access issues, or other factors beyond the Company's control may necessitate modifications to the scope of work. Any such modifications will be discussed with the customer ("the Customer") and agreed upon before proceeding.

### **2. Performance of Work:**

The Company will perform the Work with reasonable care and skill, using industry-standard practices and equipment. The Company warrants that the Work will be free from defects in materials and workmanship for a period of One Year from the date of completion. This warranty does not cover damage caused by misuse, neglect, or normal wear and tear.

### **3. Access to Property:**

The Customer grants the Company access to the Property for the purpose of performing the Work. The Customer is responsible for ensuring that the Property is safe and free from hazards that could interfere with the Company's work. The Customer shall also provide access to utilities such as water and electricity as required for the Company's operations.

### **4. Payment:**

CHATFIELD DRILLING INC. | 854 MERCER RD. GREENVILLE, PA 16125 | 724-588-2652

The Customer agrees to pay the Company for the services/equipment/installation listed on the final invoice. Payment is due upon completion of the Work unless otherwise agreed upon in writing.

#### **5. Unforeseen Circumstances:**

While the Company will make every effort to anticipate and address potential challenges, unforeseen circumstances may arise that could impact the cost or timeline of the Work. These circumstances may include, but are not limited to:

- **Subsurface Conditions:** Unexpected geological formations or obstacles encountered during well drilling or excavation.
- **Access Issues:** Difficulties in accessing the work site or maneuvering equipment.
- **Utility Lines:** Unmarked or incorrectly marked underground utility lines.
- **Weather Conditions:** Severe weather that delays or interrupts work.

In the event of unforeseen circumstances, the Company will promptly notify the Customer and discuss the necessary adjustments to the scope of work, schedule, or cost. Any such adjustments will be agreed upon in writing before proceeding.

#### **6. Limitation of Liability:**

The Company's liability for any loss or damage arising out of or in connection with the Work shall be limited to the amount of the invoice price. The Company shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of profits or business interruption.

#### **7. Indemnification:**

The Customer agrees to indemnify and hold harmless the Company, its officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, actions, causes of action, damages, costs, or expenses of any kind whatsoever, arising out of or in connection with the Customer's breach of these terms and conditions or the Customer's negligence or misconduct.

#### **8. Governing Law:**

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

## **9. Entire Agreement:**

These terms and conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

## **10. Severability:**

If any provision of these terms and conditions is held to be invalid or unenforceable, such provision shall be struck from these terms and conditions and the remaining provisions shall remain in full force and effect.

## **Acknowledgement:**

By signing the attached estimation/invoice, the Customer acknowledges that they have read, understood, and agreed to these Terms and Conditions for Service.

## **CERTIFICATIONS, LICENSING & QUALIFICATIONS**

- PA licensed well driller, No. 1142
- OH Private Water Systems Contractor, No. 000315
- NY Water Well Contractor License, No. NYRD10300
- WV licensed well drillers on staff (individual licenses)
- PA Home Improvement Contractor, No. 135958
- PennDOT Prequalified Geo-technical Drilling Contractor (E1 Status)
  
- National Drilling Association, Monitor Well Construction Certified
- Surety Bond, City of Pittsburgh Public Works
- PA Inspection Station (No. AE94) / DOT Safety Inspection Mechanic on-staff
  
- OSHA 40-hour Hazardous Waste Operations Training
- OSHA-8-hour Hazardous Waste Operations Refresher Training
- In-House Job Safety Analysis (JSAs)
- DOT Drug & Alcohol Consortium Member (DOT-compliant testing program)
- DOT-compliant supervisor training (including Reasonable Suspicion Training)
  
- National Drilling Association Safety Guideline Manual
- E-Rail safe Certified
- National Groundwater Association (NGWA) membership - Certified Well Driller and Certified Pump Installer