



## **ESTIMATION PRICE**

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. This summary is furnished by Chatfield Drilling, Inc as a good faith estimate of work to be performed at the location described in the Estimation and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen circumstances arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. You agree and authorize the work as summarized on these estimated terms, and agree to pay the full amount for all work performed. Final price will be calculated at the completion of the work, totaling all services, labor, materials, change orders, and equipment usage.

Initial Payment: Owner agrees to prepay 20% of the Estimation to Chatfield Drilling, Inc upon accepting this Estimation to provide Chatfield Drilling, Inc with funds in advance for expenses relating to the Work.

Payments: The Owner shall pay Chatfield Drilling, Inc the remainder of the balance upon completion of the cleaning/modification.

Financing: If the Owner decides to utilize a financing offer provided by GreenSky; they must activate and authorize 20% initial payment and authorize a final payment as soon as the cleaning/modification is completed.

## **OWNER'S CHANGES**

Owner of the property, without invalidating this Estimation, may order changes in the Work. Such changes shall be authorized by written modification of this Estimation. An appropriate adjustment to the price will be made with the consent of both Owner and Chatfield Drilling, Inc in writing, which consent shall not be unreasonably withheld. Owner acknowledges and agrees that Chatfield Drilling, Inc ability to complete the cleaning/modification activity in a timely manner may be directly affected by any change order requested by Owner.

## **DISPUTE RESOLUTION, TERMINATION**

Non-Payment: If Owner fails to make payment due to Chatfield Drilling for a period of 15 days after the completion of the cleaning/modification activities that is not disputed by Owner, Chatfield Drilling, Inc may recover from Owner payment for all Work executed and for loss of materials, equipment, tools, and machinery, including reasonable overhead, profit and other consequential damages.

Corrections: Owner shall provide Chatfield Drilling, Inc with a reasonable opportunity to cure any claimed non-conformity and agrees not to remove Chatfield Drilling, Inc from the Premises or order Chatfield Drilling, Inc to stop work so long as Chatfield Drilling, Inc diligently undertakes to cure the claimed non-conformity.

Mediation, Arbitration: All claims or disputes between Owner and Chatfield Drilling, Inc arising out of or relating to these Terms and Conditions shall be submitted to non-binding mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. Owner and Chatfield Drilling, Inc shall mutually select and equally share in the cost of the services of a mediator. The chosen mediator must have reasonable knowledge of the water well drilling industry. If the dispute is not resolved following mediation, the matter shall be resolved by binding arbitration pursuant to the Construction Industry Arbitration

Chatfield Drilling, Inc.  
854 Mercer Road  
Greenville, PA 16125



Rules of the American Arbitration Association.

## **WARRANTIES**

Workmanship. Materials: Chatfield Drilling, Inc warrants that (i) all Work performed hereunder will be performed in accordance with these Terms and Conditions and in a proper workmanlike manner, free from all defects; (ii) all materials used will be new; and (iii) all materials, the Work, and the Premises will at all times be free and clear of liens and encumbrances. In addition to the foregoing warranty, Chatfield Drilling, Inc will assign to the Owner all warranties received by Chatfield Drilling, Inc in connection with the cleaning/modification activities, including, specifically, manufacturer's warranties and guarantees on appliances and equipment incorporated into the Water Well.

Express Warranties: No representations or warranties, expressed or implied, are made or agreed to be made by any party hereto, except those specifically provided herein. Chatfield Drilling, Inc provides no other warranty or guarantee, unless expressly in writing attached to these Terms and Conditions and signed by both Owner and Chatfield Drilling, Inc.

No Quantity of Water Guaranteed: Chatfield Drilling, Inc specifically does not warrant that the Water Well being cleaned / modified will produce water in any specific quantity, or that it will produce any water at all. All risk of failure to produce water shall be borne by the Owner, and failure to produce water shall not release the Owner from payment other than in accord with these Terms and Conditions.

No Quality of Water Guaranteed: Chatfield Drilling, Inc specifically does not warrant that the Water Well being cleaned / modified will produce water of any specific quality, or that it will be fit for human consumption. All risk of failure to produce water fit for human consumption shall be borne by the Owner, and failure to produce water fit for human consumption shall not release the Owner from payment other than in accordance with these Terms and Conditions.

Well Integrity not Guaranteed: Water wells slated for cleaning / modification are often mechanically compromised. All risk of well failure shall be borne by the Owner, and well failure (i.e., well or casing collapse) shall not release the Owner from payment other than in accordance with these Terms and Conditions.

## **NOTICE OF POSSIBLE CONTAMINATION**

Notice of Potential Natural Contamination: Chatfield Drilling, Inc hereby gives notice to Owner that certain naturally occurring contaminants may be present in the groundwater that will supply the Water Well being cleaned/modified. Such naturally occurring contaminants may include, but are not limited to, certain minerals, bacteria, and toxics such as arsenic, and may render the water produced by the water well unfit for human consumption unless the water is treated on an ongoing basis. Chatfield Drilling, Inc specifically disclaims any guarantee that the water produced by the water well will be free from any such contamination, and Owner acknowledges being notified of such potential natural contamination by agreeing to the work being performed by this Estimation.

Notice of Importance of Testing: Chatfield Drilling, Inc hereby gives notice to Owner that prior to using the water in the water well for any purpose, and in particular for human consumption, Owner is advised to have the water tested for naturally occurring contamination. Owner is responsible for arranging, ensuring completion of, and payment for such testing, unless otherwise provided in this Agreement. All risk of the presence of naturally occurring contaminants in the water shall be borne by the Owner, and the presence of naturally occurring contaminants in the water shall not release the Owner from payment other than in



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accordance with this Agreement. Owner acknowledges being notified of the importance of testing for naturally occurring contaminants by agreeing to the work being performed by this Estimation/

## **ENTIRE TERMS AND CONDITIONS**

These Terms and Conditions contain the entire understanding of the parties hereto and all prior agreements, which fully and completely constitutes the entire agreement between the parties regarding the cleaning / modification of the Water Well.

## **SEVERABILITY**

Each provision of these Terms and Conditions shall be interpreted in such manner as to be effective and valid under law. If any term, condition, covenant, agreement, or provision of this Agreement shall be deemed invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating, impairing or otherwise effecting any other provision of this Agreement, which shall remain in full force and effect.