



FAX TO 443.705.0233

WelGard® Protection Plan

Well Water Security Alliance, Inc.
The 1st Name in Well Reliability!!

Effective Date

Members of: National Ground Water Assoc. Greater Baltimore Board of Realtors American Ground Water Trust

FOR FASTEST SERVICE, COMPLETE THIS FORM AND FAX TO 443.705.0233

Visa and MasterCard accepted. NO RISK 30-DAY REFUND PERIOD!

Enjoy Access, Convenience, and Expertise from our **renewable WelGard® Protection Plan**. Complete all information for prompt processing of your WelGard® Protection Plan. Annual or monthly fee (membership fee and 1st month) is due with application. Upon receipt of this completed Application and fee, we will schedule required testing. Your application will be promptly processed and signed by WWSAI, upon successful completion of testing and acceptance of your Application.

Your signed Agreement and a WelCome Package with a copy will be sent to you promptly after Protection Plan is effective.

Visit www.welgard.com or call 410.202.2409 or (866)WEL.GARD for free well information.

1. Customer Information

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
County: _____
Phone: _____
Other Phone: _____
E-Mail: _____
Well Permit #: **Unknown**

2. Describe "Yes" answers (check all that apply)

Are there any obstructions to the well? Yes No
Any well problems in the past 12 months? Yes No
Is this a new/replacement well? Yes No
Have you ever run out of water? Yes No
Any work performed on the well in past year? Yes No
Expect to sell property in next 12 months? Yes No
(if yes, acceptance subject to complete yield report)
Any water quality concerns? Yes No
Describe "Yes" items on separate page

3. Service Plans and Option Information (Check ALL boxes that apply)

	<u>Annual</u>	<u>Monthly</u>
<input type="checkbox"/> WelGard® Maintenance Plan	only \$ 179.00	only \$ 16.00
<input type="checkbox"/> WelGard® Premier Protection Plan	only \$ 369.00	only \$ 32.00
<input type="checkbox"/> Certified Water Safety Analysis	only \$ 99.00	only \$ 9.00
<input type="checkbox"/> Initial Set Up and Testing Fee	only \$ 150.00	\$ 150.00
<input type="checkbox"/> Adjustments (Depth/local surcharge, etc)	\$ -	\$ -
TOTAL FEES DUE:		\$ N/A

4. Payment Method

Annual Check # _____ Payable to Well Water Security Alliance, Inc.
 Monthly Visa # _____ Exp Date: _____
(CC only) MasterCard # _____ Exp Date: _____
Name on Card: _____ Signed: *Below*

WelGard® Maintenance Plan: Includes (1.) priority emergency service access, (2.) annual inspection and maintenance (visual inspection of the well, well cap, pressure gauges, well tank, and testing of the electrical functioning of the pump), (3.) specific parts (cap, pressure switch, switch nipple, gauge, relay, capacitor, tank check valve, fittings at tank), and (4.) discounts on non covered repairs.

WelGard® Premier Protection Plan: Includes all service to repair or replace (1.) a well yielding less than 1 gallon per minute, (2.) exterior well components including well cap, water and electric line from the well to the house, well pump and connections, valves, fittings and adapters as determined by WWSAI service professionals, (3.) annual visual inspection of the well, well cap, pressure gauges, well tank and testing of the functioning of the pump as possible, (4.) in home water safety testing with bacterial analysis, (5.) discounts on water conditioning equipment and supplies.

Certified Water Analysis: Includes water sampling by certified water sampler and tested by certified laboratory for bacteria, nitrates, pH, sand and turbidity as recommended by the *Environmental Protection Agency*, the *National Ground Water Association* and the *American Ground Water Trust*.

Membership and Set Up Fee: One time fee for registration, set up and initial well feedback for homeowner.

Adjustments: Includes additional charges for well depth, additional equipment (tanks etc.) and local adjustments in certain states and counties - consult a WelGard® representative for applicability and amount.

Certification: I certify that the above information is correct to the best of my knowledge, that the subject well is for residential use only, is in good working order and meets applicable state, county and other regulations for the construction of wells and minimum yield requirements. Should the application be declined based upon inspection and testing by WWSAI, I will receive a refund of fees paid, excluding initial set up and testing fees. I understand that this is an application and not an Agreement until signed by WWSAI, and that WWSAI will not be responsible for normal wear and tear of equipment, including well or equipment failure, that may occur during their testing in order to accept this Application. I have read the description of Services, Terms, Conditions and Limitations on the reverse side. I may cancel this Agreement for any reason within thirty (30) days of the date signed and receive a refund for the fees paid, provided no services have been performed.

Signed: _____ (Customer) Signed: _____ (Customer) Date: _____

For Office use: Date Received: _____ By: _____ Accepted/Approved: **Well Water Security Alliance, Inc.**

Account # _____ Application # _____ Signed: _____

Description of Terms, Conditions and Limitations

- A. Service Professionals- WWSAI is authorized to perform the services according to the terms of this Agreement utilizing WWSAI's well Service Professionals. WWSAI is authorized to select the professionals, parts, materials and equipment it deems necessary to perform the services. Work by anyone other than WWSAI professionals voids the Agreement.
- B. Services -The Service Professional and WWSAI in consultation with the Customer will determine the services to be performed to attempt to restore an adequate yield water supply. Services may include deepening, hydro-fracing an existing well, constructing a new well or repairing/replacing well components required to provide a supply of water to the house. The Service Professional will make the final determination of services. Additional services requested that are not covered by this agreement shall be billed to the Customer at WelGard® rates for those services. This Agreement does not provide services for the replacement of any water supply for statutory or regulatory purposes only (for example, but not limited to, changes in regulation, Well Drilling Maximum - WWSAI will drill a maximum of ten (10) wells or up to a combined maximum of 2,970 feet. Well drilling will cease when a yield test indicates 1 gallon per minute has been obtained (with adequate reserves), or upon drilling the maximum holes/feet.
- C. Well Drilling Maximum - WWSAI will drill a maximum of ten (10) wells or up to a combined maximum of 2,970 feet. Well drilling will cease when a yield test indicates 1 gallon per minute has been obtained (with adequate reserves), or upon drilling the maximum holes/feet.
- D. Customer Response -WWSAI maintains a toll free telephone service and website which is available 24 hours 7 days per week. WWSAI will respond to Customer within 24 hours, excluding weekends and holidays.
- E. Assignment/Transferability/Termination- Service agreement is transferable to the new property owner of the subject property with the written consent of WWSAI. Failure to obtain written consent may void this Agreement without refund. WWSAI has the right to cancel the agreement with 30 days notice and provide a refund of a monthly prorated fee, except after being notified by Customer that emergency services are required.
- F. Adequate Yield- Approved state or county yield test or modified yield test performed by WWSAI (not for use in real estate transactions), reporting a minimum one (1) gallon per minute yield.
- G. Access to Property -Customer shall provide access to the property to WWSAI and it's authorized Service Professionals for any purpose contemplated by this Agreement including access or exit the site, provide a plat of the property and as requested surveyed property corner stakes.
- H. Water Quality - WWSAI does not represent and Customer agrees and understands that there is no guarantee that an adequate, health department approved water supply will be found. This Agreement is not applicable for repairs due to water quality issues and/or contamination caused by (but not limited to) bacteria, sediment, turbidity, sand, volatile organic chemicals, etc. WWSAI does not guarantee the quality of water, and its liability is only to refer qualified water treatment professionals to owners at owners' expense.
- I. Payment, Fees and Term- Annual Agreement, Membership, or Adjustment Fees and/or 1st monthly payment (if paying by credit card) must be received prior to the effective date of the Agreement and are payable in full upon any repair being performed. Deep wells are subject to a surcharge fee. Free emergency on-site service calls are limited to 3 per year, or are subject to a \$99 fee per emergency visit and are payable upon the completion of services. WWSAI reserves the right to revise fees and charges as noted herein after the completion of the term of this Agreement and the then current fees and charges shall apply. Agreement renews annually on the initial effective date, unless canceled in writing by Customer or by non-payment of the annual or monthly fees then in effect as due. Returned checks subject to \$25 returned check fee.
- J. Hold Harmless - Customer will hold WWSAI and it's authorized Service Professionals harmless for any and all damage caused to the subject property, including lawns, shrubbery, trees, driveways, etc. which are caused by the normal servicing of the well and components, water and electric lines and drilling operations. All drilling debris is to remain at the job site.
- K. Damages - WWSAI or its service professionals shall not be held responsible for damage to underground utilities such as electric lines, cable TV, gas lines, sewer or irrigation lines and heads. Customer is responsible to mark or instruct the service crews, in writing, on items underground that might be damaged as a result of providing service. WWSAI specifically disclaims and this Agreement expressly excludes any liability of indirect, special, incidental, consequential or secondary damages including but not limited to, bodily injury or property damages of any nature. If in the event the Customer or any Third Party claims WWSAI is liable for negligence, or if for any other reason Customer or Third Party claims WWSAI has not satisfied its obligations under this agreement, WWSAI's liability is limited to the annual Agreement fee, and customer releases WWSAI from any additional liability. Customer agrees to indemnify, defend and hold WWSAI harmless if any Third Party brings a claim against WWSAI relating to services performed under this Agreement.
- L. Limitations -WWSAI and its Service Professionals are not responsible for damage to exterior well components caused by customer misuse or negligence including, but not limited to, opening the well, hitting the well with any object, destruction of water or electrical lines, normal wear and corrosion not affecting the quantity of water, or other acts which may at the discretion of WWSAI void this Agreement. WWSAI services do not apply to (a.) failure or damage caused by lightning, (b.) water usage which exceeds the required 1 GPM minimum well yield (c.) water treatment (d) inadequate water pressure due to internal plumbing (such as the well tank) and (e.) ancillary costs including living expenses during repair, relocation expense or similar costs, damages to property, other than damage to water system components covered by the service agreement. Customer warrants full cooperation to minimize conditions that may contribute to well or pump failure including, but not limited to, following declared water restrictions, limiting usage as appropriate, maintaining the well area free of contaminants and reporting problems promptly.
- M. WWSAI is not responsible for any costs relating to equipment and well failures resulting from normal well yield testing (modified or regulatory) performed prior to the acceptance of this Agreement, including 3 and 6 hour tests required in certain states/counties.
- N. Change in Law-This Agreement is made in accordance with existing laws, rules and regulations. Any change in law, rules or regulations as it pertains to the services provided, WWSAI reserves the right to revise or terminate this Agreement.
- O. Entire Agreement- This Agreement constitutes the entire agreement. Modification must be made in writing and signed by a corporate officer of WWSAI. This Agreement will be governed by and construed under the laws of the State of Maryland and each party consents to the personal jurisdiction and venue of the State and Federal courts of that State.
- P. Enforcement-If any provision of this Agreement is deemed invalid, the invalid provision shall not affect the enforcement of any other
- Q. Default- failure to pay any service fee or on-site fee will suspend all WWSAI services and may result in termination of this agreement and WWSAI's obligations under this Agreement shall become null and void.
- R. Change in Conditions- Should it become necessary to suspend or delay services beyond the terms set forth herein due to conditions beyond WWSAI's control, the temporary delay or discontinuance of service shall not breach this Agreement.
- S. Force Majeure-WWSAI's liabilities and/or obligations under this Agreement shall be terminated if WWSAI is prevented from fulfilling its responsibilities under this Agreement by reason of delays or shortages of parts, acts of war, acts of God including but not limited to earthquakes, storms, floods, fires or if an act of God substantially alters or destroys the effectiveness of the services.
- T. Written Communications-Inquiries relative to this Agreement must be made immediately in writing to WWSAI, Attn. Legal Dept. P.O. Box 5073, Timonium, MD 21093.

Presentation of WelGard® Protection Plan

The **WelGard® Protection Plan** Agreement/Brochure has been presented to _____, in connection with the property at: _____

More information is available by calling 866.WEL.GARD. Or you may visit www.welgard.com for additional information.

I have read the attached information, and elect to (check one):

- Purchase an Annual **WelGard® Well Water Protection Plan** - selection made on reverse side
- Decline the purchase of any Annual **WelGard® Well Water Protection Plan** as described on the reverse side

The prices noted include the full amount of all fees due and payable, excluding sales taxes, if applicable, as well as the costs of processing fees and administration for the issuing company and its agents.

We wish you the best with respect to the fulfillment of your family's water needs.

Signed: (Buyer / Seller) _____ Date: _____

Signed: (Agent) _____ Date: _____