



"People Utilizing Resources Efficiently"

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pureprotectionwarranty@gmail.com

Application and Agreement Warranty

General Information:

Name: _____

Mailing address: _____

Property address: _____

Subdivision: _____ Lot No: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Well Information:

Have you ever ran out of water in the last 12 months? YES or NO

Have you experienced low pressure? YES or NO

Have you experienced any smell(s) coming from the water? YES or NO

Have you noticed a change in the water color? (brown, red) YES or NO

Have you had your water tested for quality in the last 12 months? YES or NO

Do you plan to sell the property in the next 12 months? YES or NO

Have you had any well problems in the last 12 months? YES or NO

If YES, please describe: _____

Please describe any other problems you are experiencing: _____

How were you referred?

- Internet/Website Friend/Relative Employee of Barlow Well Drilling Other

_____ (Name of employee)

Terms of Service and Conditions:

1. **Authorization.** Pure Protection, LLC is authorized to perform services in accordance with the selected warranty. Pure Protection, LLC is authorized to select the service professionals, materials, parts, and equipment as deemed necessary to perform the services. Pure Protection, LLC is affiliated with Michael Barlow Well Drilling Service, Inc. Customer understands that service work and well drilling will/may be performed by Michael Barlow Well Drilling Service, Inc.
2. **Services.** A Pure Protection, LLC service professional will determine the services to be performed to restore water to the Customer. The Customer may or may not be consulted regarding the services to be performed to restore water. Services determined by service professional may include repairing or replacing well components (well pump, tank, pitless adaptor, casing, well cap, well piping from well to house), deepening the existing well, hydrofracing existing well, and/or drilling of new well. Any additional services not listed here are not covered by this warranty and customer will be billed for any of those services. A new well will only be recommended to be drilled if the well is beyond repair and/or if the well has a yield less than one gallon per minute (or 2 wells with less than .50 GPM each).
3. **Drilling Limitations.** If it is determined a new well is required, a maximum of (5) wells will be drilled to find water, or 2,500' of drilling, whichever comes first. Drilling will cease once water is found and the requirement of one (1) gallon per minute is met. The Customer will be billed for any additional drilling beyond (5) wells or 2,500' of drilling at a rate of \$12.00 per foot plus casing material. Pure Protection, LLC reserves the right to increase or decrease the per foot price as necessary by area and drilling conditions. The per foot well drilling rate will be determined and agreed to with Customer before drilling will begin. Customer is responsible to provide clear access to the property. Any alterations to the property for the drill rig and equipment to access the well location is the solely responsibility of Customer, this includes tree removal/clearing, fence removal, shrubs/bushes/flowerbed removal, etc. Pure Protection, LLC will determine what is reasonable for access to well location.
4. **Conditions for acceptance of warranty.** Pure Protection, LLC requires that an initial well inspection of all well equipment and a visual inspection of well, well casing, well cap be performed before warranty is effective. A well yield test must be performed prior to the effectiveness of this warranty to determine the current gallons per minute the well is pumping. If the well is not pumping a minimum of (1) one gallons per minute, Pure Protection, LLC reserves the right to deny warranty coverage, and/or require the well to be repaired to meet the State of MD requirement of (1) one gallon per minute at the sole expense of the customer. An initial well yield test may be waived if Customer can produce a well yield test report dated within the last 12 months. This warranty excludes irrigation wells or commercial wells and is for domestic water wells only. Customer agrees to fully cooperate with all terms and conditions set forth in this agreement. Customer agrees to minimize conditions which may contribute to well or pump failure including but not limited to limiting usage as appropriate, maintaining the well area free of contaminants, and reporting any problems or concerns within 24 hours. Pure Protection, LLC reserves the right to exclude any or all types of water wells.
5. **Limitations.** Work to the well and/or well equipment performed by Customer or any other service professionals will void this warranty if the work is performed while this warranty is effective. Any work to the well and/or well equipment previously performed by another service professional may not be covered. Any misuse or negligence by Customer resulting in damage to the well and/or well equipment will not be covered. Owner misuse or negligence is defined as leaving hose running, gross over use of well, not changing sediment filter, etc. Any inadequate water pressure due to internal plumbing is not covered by this warranty. Any auxiliary costs including but not limited to living expenses during repair, relocation expense or similar cost, damages to property, or any damages to any water system component is not covered by this agreement.
6. **Rough Grade Only.** Homeowner/Customer understands that the property will be left at rough grade only. Rough grade only is defined as leaving all drilling debris, ruts, excavated soil, and silt fence, etc. Pure Protection, LLC and/or Michael Barlow Well Drilling Service, Inc. is not responsible for any cosmetic repair of the yard, repair of ruts from equipment.
7. **Utilities.** If any drilling or excavation is to be performed, Pure Protection, LLC will be responsible for calling MISSUTILITY to mark public utilities. Pure Protection, LLC will not be responsible for marking or finding any utilities not marked by MISSUTILITY and/or any private utilities. Customer is responsible to instruct all service professionals of any buried lines, tanks, utilities, etc. Pure Protection, LLC is not responsible for any damage done to any utility lines or buried items and Customer will be responsible for repair to any damaged utility lines or buried items, any damage to property, or any bodily injury. If a private locating company is required it will be the customer's responsibility for scheduling and cost.
8. **Holds Harmless.** If in any event, Customer or any Third Party claims Pure Protection, LLC is liable for negligence, or if for any other reason Customer or any Third Party claims Pure Protection, LLC has not satisfied its obligations under this agreement, Pure Protection, LLC's liability is limited to the annual service fee and Customer releases Pure Protection, LLC from any additional liability. Customer agrees to indemnify, defend and hold Pure Protection, LLC harmless if any Third Party brings a claim against Pure Protection, LLC relating to this agreement. Customer understands and agrees there is no guarantee that an adequate, health department approved water supply will be found. This agreement excludes any and all well contamination. Pure Protection, LLC & Michael Barlow Well Drilling Service, Inc. does not guarantee the quality of water. Pure Protection, LLC and/or Michael Barlow Well Drilling Service, Inc. is not responsible for any damage to any plants, shrubs, or trees, walkways, driveways, patios and/or any other damage to the property or dwelling by the use of large equipment, the well drilling process, and/or normal servicing of well.
9. **Law.** The terms set forth in this agreement are made in accordance with any existing laws, rules, and regulations by the Federal, State, and/or County jurisdictions. Pure Protection, LLC will perform work in accordance with the Maryland State Board of Well Drillers and the COMAR Regulations. If there are any changes to any laws, rules, or regulations pertaining to the services in this agreement, or for its convenience, Pure Protection, LLC has the right to revise or terminate this agreement at any time. Pure Protection, LLC's liabilities and/or obligations under this agreement shall be terminated if Pure Protection, LLC is prevented from fulfilling its responsibilities under this agreement by reason of delays, shortages of parts, Acts of War, Acts of GOD including but not limited to earthquakes, storms, floods, lightening, and fires.
10. **Response Time.** Pure Protection, LLC reserves the right to have up to 24 hours to respond to a phone call or email. Pure Protection, LLC business hours are Monday through Saturday 8am to 5pm. After hour services from 5pm – 9pm will have a surcharge of \$350.00.
11. **Payment Terms & Cancellation.** If Customer does not pay the annual or monthly premium by the due date the warranty will be voided for nonpayment. There is no grace period. It is the responsibility of the Customer to make timely payments each month or annually. A returned check fee is \$35.00 per check. The monthly or annual payment is nonrefundable and the warranty may not be terminated early. This warranty may be transferable upon any sale of home to new homeowner at no additional cost to the new homeowner. New homeowner is responsible to continue annual or monthly payment if applicable. Renewal date of warranty would not change upon transfer.
12. **Silver Plan Exclusions.** The Silver Protection Plan excludes drilling of a new well, deepening and/or hydrofracturing of the well, water softeners/neutralizers, water treatment, UV Light, chlorination's, water samples, down-the-well camera, tripped breaker, and/or damage to well casing, pump, or tank from negligence. Pure Protection, LLC cannot guarantee well yield (GPM). Warranty coverage stops at the well tank plumbing connection. Any service not listed as covered is subject to a service call fee.
13. **Gold Plan Exclusions.** The Gold Protection Plan excludes water softeners/neutralizers, water treatment, UV Light, chlorination's (one chlorination is included annually with a failing bacteria sample), water samples, down-the-well camera, tripped breaker and/or damage to well casing, pump, or tank from negligence. Pure Protection, LLC cannot guarantee well yield (GPM). Warranty coverage stops at the well tank plumbing connection. Any service not listed as covered is subject to a service call fee.

(Initial & date)



PLAN SELECTION AND PAYMENT METHOD

PLEASE SELECT A PLAN BY CHECKING ONE BOX:

BRONZE – SERVICE PLAN	SILVER – WARRANTY PLAN	GOLD – WARRANTY PLAN
Monthly - \$12.00 <input type="checkbox"/>	Monthly - \$21.95 <input type="checkbox"/>	Monthly - \$42.95 <input type="checkbox"/>
Annual - \$130.00 <input type="checkbox"/>	Annual - \$249.95 <input type="checkbox"/>	Annual - \$499.95 <input type="checkbox"/>

PLEASE SELECT A PAYMENT METHOD:

<p><u>MONTHLY PAYMENT OPTIONS:</u></p> <p><input type="checkbox"/> I've enclosed check # _____ for the monthly fee and will be mailing all subsequent monthly payments by check.</p> <p><input type="checkbox"/> I authorize PURE Protection, LLC to charge the monthly amount selected and all subsequent monthly payments to the credit card listed below. This authorization will remain in effect until I notify PURE Protection, LLC of a change or cancellation.</p> <p><input type="checkbox"/> VISA <input type="checkbox"/> MasterCard</p> <p>Card Number: _____</p> <p>Expiration Date _____ CVS _____</p>	<p><u>ANNUAL PAYMENT OPTIONS:</u></p> <p><input type="checkbox"/> I've enclosed check# _____ for the annual amount selected and will be mailing all subsequent annual payments.</p> <p><input type="checkbox"/> I authorize PURE Protection, LLC to charge the annual amount selected and all subsequent annual payments to the credit card listed below. This authorization will remain in effect until I notify PURE Protection, LLC of a change or cancellation.</p> <p><input type="checkbox"/> VISA <input type="checkbox"/> MasterCard</p> <p>Card Number: _____</p> <p>Expiration Date _____ CVS _____</p>
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We offer a 5% military or senior citizen discount. For military discount must be active or veteran member of the military with proof of duty. Please let Pure Protection, LLC know if you are eligible for this discount before you submit payment.

Certification and Acceptance:

I certify that my well is in good working order and meets the State of Maryland regulations for the construction of wells and meets the required one (1) gallon per minute yield requirement. Pure Protection, LLC reserves the right to inspect equipment and require a yield test before accepting this application for a warranty plan. A Customer may be denied coverage if the well does not produce one (1) gallon per minute. I have read the "Terms of Service and Conditions" set forth herein and agree to them. I may cancel this warranty coverage for any reason within (30) thirty days of acceptance date for a full refund provided no services have been provided. After (30) thirty days, no refunds will be provided.

(Signature)

(Date)