



AquaVISION Environmental llc
375 33 ½ Road
Palisade, Colorado 81526
1.888.830.4004
support@aquavisionenv.com

AquaVISION Environmental, llc. GENERAL TERMS & CONDITIONS

1. CLIENT agrees to pay AquaVISION, llc., ("AquaVISION") a Colorado Limited Liability Company, in US Dollars for services furnished in accordance with our applicable price schedule or written quotation in effect when services were performed. CLIENTS with approved credit will be invoiced monthly or upon completion of project (whichever is sooner), and full payment of all invoiced amounts are due on a NET 30 DAY basis from invoice date. CLIENT is responsible for applicable taxes. Late charges calculated at 1.5% per month shall be added to all overdue accounts. All originals and copies of logs, digital data, and reports produced by AquaVISION shall remain the property of AquaVISION, until all monies due us are paid. CLIENT is liable for all costs incurred in collection, including but not limited to reasonable attorney's fees and court costs.
2. AquaVISION will maintain general liability and motor vehicle bodily injury liability and property damage insurance covering its work activities in amounts equal to or greater than those required by the laws of the state in which the work is to be performed. (Certificate of insurance provided on request.) AquaVISION will be subject to and operate in accordance with all applicable Federal and State regulations regarding Workmen's Compensation, Federal Social Security and Unemployment Compensation Insurance. AquaVISION shall be an independent contractor of the CLIENT, and shall not be considered in any way or for any purposes an employee, agent, or servant of CLIENT.
3. AquaVISION shall not be liable or responsible except in the case of gross negligence or willful acts, for any loss or damage, including subsurface, whatsoever allegedly caused by our personnel or equipment. CLIENT shall indemnify and hold AquaVISION, its agents, servants, and employees free and harmless from all claims whether brought by CLIENT, its agents or employees, or any third party for bodily injury or death, and property damage including subsurface damage or injury to the well, and damages attributable to pollution or contamination and cost of control and removal thereof, alleged to have been caused by any of our operations under this contract. In any event, AquaVISION shall not be liable for damages for bodily injury or property damage in excess of its applicable general liability coverage then in effect. AquaVISION shall not be liable for any damage or delay caused by accidents, fires, earthquakes, floods, strikes, or any other calamities or causes beyond its control.
4. CLIENT represents that it has the right and authority to allow passage to and entry of AquaVISION on the site where the services are to be performed; CLIENT is the duly constituted and authorized agent of each and every lawful owner of said property and well with full power to: (a) represent the interests of all parties with an interest in the well with respect to all decisions taken throughout the preparation and completion of the service; and (b) deliver or otherwise make available to AquaVISION all logs, core sample data, measurements, test results and other information which may be the property in whole or in part of any such third party. CLIENT further agrees to hold AquaVISION harmless from all liability and responsibility to any person for invasion of or trespass on any land surface resulting from AquaVISION's performance of its services.



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5. Since AquaVISION does not control hole conditions or completion methods, in the event any of AquaVISION's instruments or equipment are lost, lodged or damaged in the borehole, the CLIENT shall recover same without cost to AquaVISION, or pay for the repair, replacement, or abandonment of such instruments or equipment, except when such loss or damage is caused by the grossly negligent acts or willful misconduct of AquaVISION.
6. In case it is necessary for CLIENT to "fish" for any of AquaVISION's downhole equipment, CLIENT assumes responsibility for such operation, but AquaVISION, llc., will, if so desired by CLIENT, render assistance in an advisory capacity for the recovery of such equipment and instruments. None of AquaVISION's employees is authorized to do anything other than advise and consult with CLIENT in connection with such "fishing" operations, and AquaVISION, llc., shall not be liable or responsible for any damage that CLIENT may incur or sustain by reason of such advice or assistance rendered by AquaVISION's agents or employees, irrespective of cause.
7. PROBE AND CABLE LOSS PROTECTION is available by request for a premium of thirty-five (35) percent of the total contract footage charge. Every reasonable effort must be made by the CLIENT to recover the probes in a borehole. A reasonable fishing effort shall be at least three complete attempts to reach and recover lost equipment, exclusive of attempts to recover cable. AquaVISION, may, at its sole discretion, choose not to provide such Probe and Cable Loss Protection when it considers the well conditions are other than normal. CLIENT must accept or reject Probe and Cable Loss Protection in writing prior to our beginning operations.
8. AquaVISION assures that efforts are made to provide calibrated and accurate measuring devices. Quality control and other procedures are methods employed to provide accurate instrumentation to gather information. In making verbal or written interpretations of logs, AquaVISION's employees will give the CLIENT the benefit of their best judgment, but since all interpretations are opinions based on inference from electrical or other measurements, AquaVISION cannot, and does not, guarantee the accuracy or correctness of any such measurements or interpretations. AquaVISION shall not be liable for any loss, damages, or expenses resulting from reliance on such measurements or interpretations. AquaVISION does not warrant the accuracy of log data transmitted by electronic process and will not be responsible for accidental or intentional interception of log data by others. All technical data, evaluations, analysis, reports, and other work products are instruments of AquaVISION's professional services intended for one time use on this project. Any reuse of work product by Client for other than the purpose for which they were originally intended will be at Client's sole risk and without any liability to AquaVISION. AquaVISION makes no warranties, either express or implied. Under no circumstances shall AquaVISION or its employees be liable for consequential damages.



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9. CLIENT, having custody and control of the well and having superior knowledge of the well and conditions surrounding it, shall provide AquaVISION with all necessary information to enable AquaVISION to perform its services safely and efficiently. CLIENT shall advise AquaVISION prior to commencement of any services of all known and suspected toxic or hazardous substances at or in the vicinity of the well site. CLIENT shall be responsible for all safety equipment, well site monitoring, and decontamination of AquaVISION's equipment and personnel if required.

10. Failure to enforce any or all of the above in a particular instance or instances shall not constitute a waiver of or preclude subsequent enforcement of any or all of the above terms and conditions. This agreement shall be governed by the laws of the State of Colorado.

CLIENT: _____

BY: _____
Authorized Agent

DATE: _____

NOTE:

This agreement may be faxed to AquaVISION Env., Ilc. 1.970.523.7903. Original must be mailed to 375 33 ½ Road Palisade, Colorado 81526.