

HydroAnalytical
Western Kentucky University
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Project #: _____

Agreement Terms:

For the purposes of this agreement, the term " the Client" will refer to any individual person, business, government agency or client party delivering samples to HydroAnalytical for analytical services and to be the recipient of resulting data. A client party can include a third party consultant or service provider representative acting as a sampler on behalf of the data recipient. The individual who signs this agreement on behalf of themselves as a client, their business, organization or client party they represent, will be responsible for providing correct billing information and timely payment for all services, or other incurred fees, related to the project and analyses documented within the attached Chain-of-Custody (COC) form. This agreement and associated COC form supersedes all prior oral or written agreements or understandings between HydroAnalytical and the Client. It may only be amended in writing between the authorized individuals who have signed this agreement. Each person signing this agreement acknowledges that they are authorized to do so and the agreement is duly authorized and a valid binding legal agreement upon signing. If this project is signed into a binding agreement and the Client chooses to terminate the project at a date before all services are provided, the Client will be responsible for agreement termination fees and any supply costs or other fees incurred on their behalf by HydroAnalytical. The termination fee will be 50% of the quoted costs for the remaining unfulfilled services of the project at the time of termination. Furthermore, HydroAnalytical reserves the right to terminate this agreement at any time due in part to any of the following: Unauthorized client representative signing this agreement, the Client requesting unethical analytical or sampling practices by lab staff, failure to provide timely payment when invoiced, failure to adhere to any of the conditions or terms described herein, or any other egregious action by the Client that directly impacts the lab's ability to perform the agreed services in an ethical, scientifically sound and/or professional manner. HydroAnalytical is a laboratory managed by the Center for Human Geo-Environmental Studies (CHNGES) and owned by Western Kentucky University, a State funded institution of higher education. **Indemnification Clause:** Each party assumes all risks of personal injury, bodily injury including death, and property damage caused by the negligent acts or omission of that party. Client or Client party shall fully indemnify and hold harmless WKU and HydroAnalytical against all claims arising out of client or client party's use, commercialization, or distribution of information, materials, or products which result in a whole or in part from the services performed pursuant to this agreement. Client or Client party will hold WKU and HydroAnalytical harmless from any claims arising from third party claims that the work performed hereunder infringes third party intellectual property rights. WKU has no knowledge of any such claims.

Sample Drop-off Conditions:

- (1) HydroAnalytical reserves the right to reject any sample for any reason. These decisions are based on the judgement of lab management and are non-negotiable.
- (2) Any client that relinquishes samples that are out of hold-time, or with little hold-time remaining, to HydroAnalytical accepts all responsibility for the reporting of the resulting data and agrees to hold HydroAnalytical harmless for any data validity issues due to out of hold-time analyses. Additionally, the Client will be responsible for rush analysis fees for samples relinquished near hold-time expiration, even if the lab is unable to accommodate rush analyses.
- (3) If data are needed before the typical 14 business day turnaround time, the Client must communicate this to the lab before bringing samples and again on the Chain-of-Custody (COC) form at the time of drop off.
- (4) HydroAnalytical does not guarantee rush turnaround data within the requested turnaround time (less than 5 business days or 24 hours). HydroAnalytical may not be able to accommodate rush requests due to staffing, sample load, equipment malfunctions, or other conditions out of lab control.
- (5) The Client is responsible for reviewing all data in the HydroAnalytical Analysis Report and in the NetDMR form (if applicable) to ensure data are complete.
- (6) If a replacement sample is suggested or requested by the lab due to failed Quality Control, lack of sample volume, matrix interference, or other reasons, the Client may be responsible for additional sample analysis fees; this will be evaluated on a case by case basis.
- (7) Upon relinquishing samples to HydroAnalytical, the Client confirms the accuracy of all information provided on the COC form, including but not limited to: Company name, billing address, phone number, e-mail, PO number, sample collection date and time, sample site identification, requested analyses, requested data turnaround, and any special instructions. HydroAnalytical will not be held responsible for unreceived or missing data, incorrect analyses or other errors due to incorrect information provided by the client.
- (8) Samples must be clearly labeled. Any unlabeled samples or inadequately labeled samples may not be received by HydroAnalytical staff until the Client representative clearly labels all sample containers.
- (9) Sampling containers are provided by HydroAnalytical with the understanding that they will be returned with samples. The client will be invoiced for additional lab supply fees if containers are not returned in a timely manner with samples.
- (10) The Client must pay in full for all services provided by HydroAnalytical within 30 days of receiving an official invoice.
- (11) Quoted prices are subject to change based on actual sample numbers delivered and other unknown conditions (weekends, holidays, sample duplicates or replacements, etc.).
- (12) HydroAnalytical reserves the right to subcontract any analyses for any reason to an affiliate lab without notification to the Client.

Notes: (Lab Use Only)

X

HydroAnalytical Representative Signature

Date

By signing below, the client or client party representative accepts the terms and conditions described herein. Additionally, the client or client representative acknowledges they are authorized to sign this binding contract and guarantee timely payment for the project in entirety.

X

Client/ Client Rep Signature

Date

We appreciate your business!