

BRAZOS SEPTIC & SITE WORK, LLC

MAINTENANCE CONTRACT

HOOD, SOMERVILL, JOHNSON, PARKER, AND ERATH

Mailing Address: PO Box 127, Tolar, TX, 76476

Address: 10860 Dry Branch Ct, Tolar, TX, 76476

Email: brazossepticandsite@gmail.com

Web Site: Brazossepticandsitework.com

Phone: (817) 736-5546

CONTRACTS HELD BY: Bobby Gent

OSSF Maintenance provider #0002878

Name: _____

Site Address: _____

City: _____ Zip: _____ County: _____

Phone number: _____ Email: _____

Mailing Address if different from site:

Address: _____

City: _____ Zip: _____ County: _____

Contract Price and Type please INITIAL;

Residential Contracts: ONE YEAR \$220.00 _____ TWO YEAR \$400.00 _____

Commercial Contract: ONE YEAR \$350.00 _____ TWO YEAR \$700.00 _____

Chlorine Service please INITIAL: ONE YEAR \$80.00 _____ TWO YEAR \$160.00 _____

THIS IS NOT A WARRANTY FOR YOUR ON-SITE SEWAGE FACILITY (O.S.S.F.). Any and all warranties are subject to invalidation. Any warranties provided by manufacturer will cover parts only, the customer will pay Labor cost. Customer agrees that manufacturer is not a party to this agreement and shall bear no responsibility for service or any terms, obligations or duties contained herein.

MAINTENANCE PROVIDER (MP) AND CUSTOMER AGREE TO THE FOLLOWING:

The customer agrees to pay a SERVICE AGREEMENT FEE to Brazos Septic & Site Work, LLC. Non-Payment of fee within 15days prior to beginning date of service agreement will render this agreement null and void.

ACCESS: Customer agrees to provide clear open and safe access to all system components and lids. Components that are not accessible will not be checked, MP and technicians must be able to access components on foot without climbing over or crawling under obstacles, fences or crawl spaces. MP and technicians are not allowed to remove parts of a building or structure such as skirting or panels. Tank lids must be clear of overgrown grass, landscaping or decorative features. The top of riser must be at or above surface level and lid screws must be accessible without excavation.

INSPECTIONS: MP shall perform 3 scheduled maintenance inspections per year (1 every 4 months) for a total of 3 over a 1-year period each year until the contract end date. Such inspections shall include AN EVALUATION TO DETERMINE OPERATIONAL STATUS OF THE OSSF. Status of the following will be noted as Operational or Inoperative, including but not limited to (as applicable) **CONTROL PANEL COMPONENTS, ALARMS, AIR COMPRESSOR/AERATOR, DIFFUSERS, SPRINKLER/DRIP FIELD, BACKWASH, DRAIN FIELD, EFFLUENT PUMP AND EFFLUENT QUALITY.** Inspection consisting of a visual inspection for color, thickness, sludge, scum and smell. A test for chlorine residuals will be performed and any malfunction in disinfection devices will be notified to homeowner in inspection reports.

REPAIRS: If any inoperable conditions are observed by the MP at scheduled inspections, contact will try to be made if repairs are available on inspection, if repairs are unable to be made on inspections or MP is unable to contact homeowner, then the needed repairs will be added to inspection report and a service fee will be charged for each additional visit.

DISINFECTION: Customer understands that it is their responsibility to maintain chlorine residual of at least 0.1 MG/L in the treatment system if required. This is accomplished by using chlorine tablets designed for wastewater use only or proper liquid chlorine bleach. the chlorine level will be noted on inspection report. MP takes no responsibility for non-operational chlorine. It is the homeowners responsibility to maintain chlorine residual between visits if homeowner chooses to pay MP for chlorine supply on inspections. **POOL CHLORINE IS NOT TO BE USED IN THE O.S.S.F SYSTEM! IT IS A DANGEROUS HAZARD AND WILL BE REPORTED IN INSPECTION IF USED!**

SERVICE CALLS: All service calls outside of scheduled inspections will be charged a minimum service call fee. The MP will respond to service calls within 48hrs or less. Weekend or holiday service calls will have a premium rate. Non-payment by customer for service invoices within 14 days will be considered a breach of this agreement and contract will be cancelled and contract fee will be non-refundable. A 10% charge will be applied for late payment or past due payments before any additional work is done.

CANCELLATION: MP reserves the right to refuse or discontinue service at any time for reasons including but not limited to customer failed to maintain minimum standards of disinfection as required by state and local governing authorities. Customer misuse or abuse to the system; Customer neglects maintenance of malfunctions compost is or conditions that cause a nuisance or safety concern to the environment, community or MP, the customer does not facilitate access to the system, customer failed to pay fees for services rendered. Customer may cancel contract at any time; refunds will not be given after first inspection has been completed if terminated by customer.

CUSTOMER: Print _____ **Sign** _____ **DATE:** _____

MAINTENANCE PROVIDER: _____ **Date:** _____