

# Lonestar Aerobic Services, LLC

## WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

- I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between \_\_\_\_\_ (hereinafter referred to as "Customer") and Lonestar Aerobic Services, LLC. By this agreement, Lonestar Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein. The designed flow rate for this system is a maximum of \_\_\_\_\_ gallons per day.
- II. Effective Dates: This agreement commences on \_\_\_\_\_ and ends on \_\_\_\_\_ for a total of two (2) years (initial agreement) or one (1) year (there after). If this is an initial agreement (new installation), the Customer will notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to Operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.
- III. Renewal: This Agreement shall automatically renew each year at the same terms, conditions, and costs, unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.
- IV. Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. If this Agreement is so terminated, Contractor will be paid at the rate of \$75 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.
- V. Services: Contractor will:
- A. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulations, for a total of three visits to site per year.
  - B. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
  - C. **Repair or replace, if Contractor has necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and service costs are \$100.00 or less, Customer hereby authorizes Contractor to perform the service and bill Customer for said service. When service costs are greater than \$100.00, or if Contractor does not have necessary supplies at the site, Contractor will notify Customer of required service(s) and associated cost(s). Customer must notify Contractor of arrangements to effect repair of system within two (2) business days after said notification.**
  - D. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
  - E. Forward copies of this Agreement and all reports to the regulatory agency and the customer.
  - F. **Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.**
- VI. Disinfection:     Not Required.     Required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the        Customer. Initial
- VII. Electronic Monitoring is not included in this Agreement.
- VIII. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions:
- A. If this is an initial agreement (new installation);
    - 1. Contractor's receipt of a fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.
    - 2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
  - B. If this is not an initial agreement (existing system);
    - 1. Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
    - 2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
  - C. If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.
- IX. Customer's Responsibilities: The Customer is responsible for each and all of the following:
- A. Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.
  - B. Protect equipment from physical damage including but not limited to that damage caused by insects.
  - C. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's manufacturer recommendations.
  - D. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
  - E. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
  - F. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section V. sub-section D. above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$35 per hour, plus the associated fees for laboratory testing.
  - G. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.
  - H. Prevent the condensate from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
  - I. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
  - J. Maintain site drainage to prevent adverse effects on the OSSF.
  - K. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.
- X. Access by Contractor: Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by State and/or local rules and the proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$35 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water, air, or gas lines, etc.), or for the uneven settling of the soil.
- XI. Limit of Liability: Contractor shall not be held liable for any incidental, consequential, or special damages, or for economic loss due to expense, or for loss of profits or income, or loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.
- XII. Severability: If any provision of this "Proposal and Contract" shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this "Agreement" is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XIII. Fee for Services: The fee **does not include any equipment, materials, or labor necessary for non-warranty repairs or for unscheduled, Customer requested visits to the site.**
- XIV. Payment: Full amount due upon signature (Required of new Customer). Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. **Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$30.00 returned check fee.**
- XV. Application or Transfer of payment: The fees paid for this agreement may transfer to the subsequent property owner(s); however this agreement is not transferable. Customer will advise subsequent property owner(s) of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligations arising from this Agreement including late fees or penalties, returned check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this agreement. See Section IV.
- XVI. Entire Agreement: This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, oral or written.