

PO Box 1139, Kingsland, Texas 78639
Phone: (325) 388-4332 or 4044
www.centexww.com

AGREEMENT (Page 1 of 2)

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between _____, (hereinafter referred to as "Client") residing or doing business at _____ and Cen-Tex Waste Water, Inc. (hereinafter referred to as (Contractor), located at P. O. Box 1139, Kingsland, TX 78739, (325) 388-4044. By this Agreement, Contractor agrees to render services, as described herein, and the Client agrees to fulfill his/her/their responsibilities under this Agreement as described herein.

II. Effective Dates: This Agreement commences on _____ and runs for _____ (____) years thereafter. This agreement will expire on _____

III. Services by Contractor: Contractor will provide the following services (hereinafter referred to as the "Services"):

1. In compliance with Agency and Manufacturer's (_____) requirements, inspect and perform routine upkeep on all parts of the On Site Sewage Facility (hereinafter referred to as the "OSSF") _____ (____) times per year. Contractor **IS/Is Not** providing electronic monitoring of the OSSF as part of this Agreement. If so equipped, Contractor is responsible for maintenance of UV disinfection unit, during regularly scheduled site visits.
2. Report to the appropriate regulatory authority and to the Client, as is required by both the State's and the local Agency's rules. All findings must be reported to the Local Regulatory Agency within 14 days of date of site visit.
3. Replace, or repair, if Contractor has in possession the supplies needed at the time of the site visit, any component of the OSSF found to be in need of such replacement or repair, during Contractor's routine visits. Unless otherwise covered by warranty, when service cost is \$100.00 or less, Client hereby authorizes Contractor to perform the service and bill Client. When the cost is believed greater than \$100.00, or if Contractor does not have the supplies needed at the time of the site visit, Contractor will notify Client that the system failed its inspection, and that repairs are needed to bring the system back into compliance. Client must notify Contractor of Client's authorization for repairs or other arrangement(s) to affect repairs within forty-eight hours from the date Client was notified, or Contractor will be forced to submit a FAILED report to local Agency.
4. Respond to Client's request(s) for additional service(s) within forty-eight hours from the date of Contractor's receipt of Client's request. Unless otherwise covered by warranty, additional services will include a service call plus \$60.00 per manhour for additional hours, plus materials at list price.
5. Attempt to provide notification of arrival to site to the homeowner or to site personnel. Written notification of the visit will be left at the home or with site personnel upon completion of inspection, as well as forwarded to Agency within 14 days.
6. If your system has a wireless (no phone service box) you have to activate the box with the site (www.pumpalarm.com), You will set this up with payment for the yearly service; this is required for your box to work. Cen-Tex is not responsible for the charges with this type of box or the charges when the alarm goes off. This is between the customer and the Pump / Alarm company.

IV. Site Location: The Services are to be performed at the property located at _____

V. Payment(s): The fee for this Agreement, \$_____, only covers the Services described herein. This fee does not cover materials or labor supplied for non-warranty repairs or for charges for additional Client-requested trips to the site. Billing for additional services shall include a service charge of \$75 (includes first hour of labor), plus \$60.00 per additional man-hour(s) plus materials at list price. Payments for such additional services are due when service is provided or rendered. Payments not received within 10 days from the due date will be subject to a \$20.00 late penalty and/or a 1.5% carrying charge, whichever is greater, in addition to reasonable attorney's fees and all costs of collection incurred by Contractor in collection of any unpaid debt(s).

Printed Name: _____ Signature: _____ Date: _____

Client Phone Numbers: () _____ [home] _____ [cell] _____ EMAIL _____

Contractor: Cen-Tex Waste Water Signature: _____ Date: _____
(Contractor's licensed on-site practitioner is Lance E Dillard, OSSF MAINTENANCE PROVIDER # MP0001408, OSSF SITE EVALUATOR #OS0009939, AQUA AIRE AEROBIC TREATMENT INSTALLER LICENSE NO.# OSII 6566, PROFESSIONAL SANITARIAN LICENSE # 3787, and is certified by the manufacturer.)

VI. Client's Responsibilities: The Client is responsible for each and all of the following:

1. At all times, maintain chlorinator and provide proper chlorine supply, if disinfection is required.
2. Provide all necessary yard or lawn maintenance and removal of obstacles, including dogs and other animals, as needed to allow the OSSF to function properly and to allow Contractor safe, easy, and convenient access to all parts of the OSSF.
3. Maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for on-site sewage facilities (OSSF's) from the State and Local Regulatory Agency as well as Manufacturer's recommendations.
4. Immediately notify Contractor and Agency of any and all alarms or problems with, including failure of, the OSSF.
5. Provide the Contractor with water usage records, upon request, for evaluation by the Contractor of the OSSF performance.
6. Allow for samples at both the inlet and outlet to the OSSF to be obtained by the Contractor for the purpose of evaluating the OSSF's performance. If these samples are sent to a lab for testing, the Client will directly pay the lab for the cost of testing plus pay the Contractor for all man-hours expended in providing this additional service at the rate of \$60.00 per hour measured from office to site, site to lab, and lab to office, otherwise known as portal to portal.
7. Not allow the backwash from water treatment or water conditioning equipment to enter the OSSF.
8. Provide for pumping of tanks, overseen by Contractor, when and as suggested by Contractor, at Client's own expense.
9. Maintain site drainage to prevent adverse effects on OSSF.
10. Promptly and fully pay Contractor's bills, fees, or invoices as described herein.
11. Keep contract and service up with Alarm box company for Wireless service. (Cen-Tex is **NOT** responsible for fees associated with the wireless/(no phone) box.)

VII. Access by Contractor: Contractor is hereby granted an easement to the OSSF for the purposes of performing the above services. Contractor's personnel may enter the property at reasonable times without prior notice for the purpose of performing the above-described Services or repairs. Contractor will require access to the OSSF electrical and physical components, including the tanks, by means of man ways or risers, for the purpose of evaluation required by Manufacturer, and/or rules. If such man ways or risers are not in place, excavation together with other labor and materials will be required, and will be billed to Client as an additional service at the rate of \$60.00 per man-hour, plus materials billed at list price. Excavated soil will be replaced as best as reasonably possible, as determined by Contractor.

VIII. Application or Transfer of Payment: The fees paid for this Agreement may transfer to the subsequent owner(s); however, this Agreement will not transfer. Client will advise subsequent owner(s) of the requirement that they sign a replacement Agreement authorizing Contractor to perform the above-described Services, and accepting Client's responsibilities. This replacement Agreement must be signed and received in Contractor's offices within 10 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, returned check charges, and charges for repairs or services not paid within 10 days of invoicing. The consumption of the payment in this manner may lead to early termination of the Agreement by Contractor.

IX. Termination of Agreement: This Agreement may be terminated by either party with 30 days written notice in any event, including substantial failure to perform in accordance with its terms, by the other party without fault of the terminating party. If this Agreement is so terminated, Contractor shall be entitled to payment for any and all work performed, but not yet paid. The party terminating will immediately notify, in writing, the equipment Manufacturer (if under warranty), and the Local Regulatory Agency of the termination.

X. Limit of Liability: In no event shall the Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract tort or any other theory.

XI. Severability: If any provision of this Agreement 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.

XII. Performance of Agreement: Commencement of performance by Contractor under this Agreement is contingent on the following conditions: (a) If this is an initial contract, (1) Contractor receiving a fully executed original copy of this Agreement and all required documentation, (2) Contractor providing the equipment for this project, and (3) Contractor receiving payment in full for the equipment and fee as described in Section VI, or (b) If this is not an initial contract, (1) Contractor receiving a fully executed original copy of this Agreement and all required documentation, and (2) Contractor receiving payment in full for the fee as described in Section VI, (3) Contractor receiving timely payment in full of all invoices for all work as described herein. If the above conditions are not met, then Contractor is not obligated to perform, or continue to perform, any Services under this Agreement.

XIII. 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.

(Contractor's licensed on-site practitioner is Lance E Dillard, OSSF MAINTENANCE PROVIDER # MP0001408, OSSF SITE EVALUATOR #OS0009939, AQUA AIRE AEROBIC TREATMENT INSTALLER LICENSE NO.# OSII 6566, PROFESSIONAL SANITARIAN LICENSE # 3787 , and is certified by the manufacturer.)