

J BAR C SEPTIC SERVICES LLC

PO BOX 3465, Fredericksburg, TX 78624 (830) 998-2582 or (325) 244-5894

jbarcsepticsservices@gmail.com

ON-SITE SEWAGE FACILITY (OSSF) SERVICE AGREEMENT

REGULATORY AUTHORITY: _____ PERMIT/LICENSE#: _____

CLIENT: _____

SITE ADDRESS: _____

CITY: _____ COUNTY: _____ ZIP: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____ PHONE#: _____

EMAIL: _____ GATE CODE: _____

- General:** This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between: _____ (hereinafter referred to as "Client") and J Bar C Septic Services LLC. By this agreement J Bar C Septic Services LLC (hereinafter referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Client agreed to fulfill his/her/their responsibilities, as described herein.
- Effective Dates:** This Agreement commences on _____ and ends on _____ for a total of two (2) years (new installation) or one (1) year (renewal).
- Payments:** Payments for such additional services for repairs are due when service is provided or rendered. Payment of invoice(s) for any other service or repair provided by the Contractor is due upon receipt of invoice(s). Payment not received within thirty (30) days from the invoice date will be subject to a \$25.00 late penalty and a 1.5% per month carrying charge, in addition to any reasonable attorney's fees and all collection and court cost incurred by Contractor in collection of any unpaid debts(s). If for any reason a check is returned to the Contractor, a \$30.00 return check fee will be assessed. The Contractor may terminate this agreement at any time for nonpayment for services.
- Fees for Service:** The fee does not include any equipment, labor or parts necessary for non-warranty repairs **OR for unscheduled visit** to the site per Client's request.
- Renewal:** This Agreement shall automatically renew each at the same terms, conditions, and costs, unless either party gives notice of terminations a minimum of thirty (30) days prior to end of first agreement period.
- Services by Contractor:**
 - Inspect and perform routine maintenance on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and in compliance with state and/or local regulation. There will be three (3) scheduled visits per calendar year (approximately once every four (4) months).
 - Provide a written notification of the visit – notification will be left at the site either by an inspection tag attached to the control panel or with site personnel upon completion of inspection.
 - Report to the appropriate regulatory authority and to the Client, as is required by both the State's on-site rules and the Regulatory Agency's rules. All findings must be reported to the Regulatory Agency within fourteen (14) days.
 - If any components of the OSSF are found to be in need of repair or replacement during the inspection and are not covered by warranty, the Client authorized the Contractor to do minor repairs to prevent other problems and bill Client for services performed; however, the Contractor will notify the Client of any major repairs and the associated cost the major repair.
 - Visit Site in response to Client's request(s) for unscheduled services(s) within two (2) business days from the date of Contractor's receipt of Client's request. The cost for unscheduled visits will be billed to the Client unless covered by warranty.

Client's Initials: _____

- Maintain a current license to operate and abide by the conditions and limitations of that license and all requirements for OSSF from the state and/or local regulatory agency, as well as, the proprietary system's manufacturer recommendations.
- **Commercial systems only: The sample collection & laboratory testing of BOD & TSS on a yearly basis is required by this permit & you the Client are responsible for these fees. BOD & TSS results: If the results, state system overload, additional testing may be required and you the Client will be responsible for all additional testing fees. Provide the Contractor with water usage records, upon request, for the evaluation by the Contractor of the OSSF.** Initial _____

7. **Client's Responsibilities:**

- The responsibility to maintain the chlorinator and to provide any necessary chemicals is that of the Client. Initial _____
- Protect equipment from any physical damage by lawnmowers/yard maintainers. Including by not limited to that damage caused by insects.
- **Provide and maintain all necessary yard or lawn maintenance and removal of obstacles, including the following but not limited to animals, brush, debris, trash, trees, and vehicles, as needed to allow the OSSF to function properly and to allow the Contractor easy and safe access to all part of the OSSF system.**
- Client should 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 the lab for testing, with the exception of the service provided to Commercial Systems only as sated above in Section 7. The Client agrees to pay the Contractor for the following: sample collection, transportation, portal top portal, at the rate of \$40.00 per hour plus the associated fees for lab testing.
- Notify the Contractor of any and all problems with, including failure of the OSSF.
- Prevent the backwash from water treatment or water conditioning equipment to enter the OSSF.
- Provide for pumping and cleaning of tanks when recommended, at Client's expense.
- Maintain site drainage to prevent adverse effects of OSSF.
- Promptly and fully pay Contractor's bills, fees, or invoices as described herein.

8. **Access by Contractor:** By signing this agreement the Client is allowing the Contractor access to the OSSF equipment during the Contractor's normal business hours or other reasonable hours without prior notice to the Client for the purpose to perform, the Services and/or repairs to the OSSF. Contractor will require access to the OSSF electrical and physical component, including tanks and treatment units, by means of man ways, or risers, for the purpose of evaluation as required by State and/or local rules and by manufacturer. If such man ways or risers are not in place, excavation together with labor and materials will be required and will be billed to Client as an additional fee, plus material at list price. Excavated soil is to be replaced as best as reasonably possible by Contractor at the time such service is provided or rendered. Under **NO** circumstances is the Contractor liable for damages to bushes, grass, landscaping, ornamental objects, roots, sod, or for the uneven settling of the soil and any unmarked underground items, such as: air, cable, electrical, gas, telephone, or water lines, etc.

9. **If contractor cannot access the OSSF system: There will be a \$50.00 return trip fee due for the following, access code or lock changed, vegetation overgrowth around tank and spray heads and must return to re- inspect. It is your responsibility to inform J bar C Septic Services LLC of any gate code changes.** Initial _____

10. **Application or Transfer of Payments:** This agreement is **NON-TRANSFERABLE**; however, the fees paid for the agreement may transfer to the subsequent property owner(s). This replacement Agreement must be signed and returned to the Contractor within fifteen (15) business days of transfer of property ownership. The subsequent property owner(s) must sign a similar agreement authorizing the Contractor to perform the above-described Services and accepting the Client's responsibilities. All funds received from first Client to Contractor will first go to pay for all past due obligations arising from this agreement, including all late fees, return check fees, penalties and repairs or services rendered and not yet paid within thirty (30) days of invoicing.

11. **Limits of Liability:** In **NO** event shall the Contractor be liable for indirect, consequential or punitive damages, whether in contract tort or any theory. The Contractor shall not be liable in an amount exceeding the price for the Services described in this Agreement.

12. **Termination of Agreement:** This Agreement may be terminated by either party with thirty (30) days written notice for any reason or in the event of substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. The party terminating this agreement will immediately notify the other party, the equipment manufacturer, and the appropriate regulatory agency of the termination. If this Agreement is so terminated, Contractor will be paid at a rate of \$105.00 per hour for any work performed, but not yet paid

13. **Entire Agreement:** This Agreement contains the entire Agreement of the parties, and there no other conditions or promises, in any other agreement, oral or written.

Joshua Smith

MP#0001868

Client's Signature

Date

Client's Initials: _____