

MAINTENANCE CONTRACT ONE YEAR RESIDENTIAL



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Cedar Park TX 78630
(512) 481-8196, (512) 877-6669
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I. General: This work for hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Client's **Robert Hess**; _____ (hereinafter referred to as "Client") residing or doing business at: **4550 Farm to Market 967 Buda 78610**; _____ Synergy Onsite Septic Solutions LLC (hereinafter referred to as "Contractor"), located at 910 House Creek Drive, Leander, Texas 78641, (512) 481-8196. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under this agreement as described herein,

II. Effective Dates: This Agreement commences on **01/24/2024**; _____ and runs for **1** year(s). If this is an initial agreement, Contractor relies on Client to notify Contractor of the date of first use, Contractor must receive such notification within two business days of the date of the systems first use. If no notification is given to the Contractor within 90 days after the equipment is installed, Contractor will assume Commencement of the agreement being the date the equipment was installed,

III. Renewal Terms: This Agreement shall automatically renew for **1** additional year(s) on the same terms as this Agreement unless either party gives written notice of the termination or if Client fails to submit payment for such renewal. Contractor must receive both written notices and renewal payment no later than 30 days prior to the end of the term. The terminating party must give notice in writing to the equipment manufacturer and the local regulatory agency. Failure to submit renewal payment in a timely manner will have the same effect as a written termination.

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

1. In compliance with Agency **HAYS COUNTY** _____ and manufacturer's **UNKNOWN UNKNOWN** _____ requirements, are to inspect and perform routine upkeep on all parts within the On-site Sewage Facility (hereinafter referred to as "OSSF"), **3 times per year**, unless otherwise stated in the specifics of the manufacturers and therefore in the specifications permitted by the licensing authority or asserted in sanitarian's engineering notes to have addition monitoring. Contractor will provide electronic monitoring to the OSSF as part of this agreement. as well as with a UV disinfecting unit, if OSSF is equipped with such requirements Contractor is responsible for maintenance of such units also. However, if in the case the OSSF is required to have regular and ongoing additives to maintain proper function(s); i.e., Chlorine, Bacteria and/or any other regular additives of this nature per State, local or OSSF engineer's requirements then, by State law that is not to be covered in this Agreement nor is it the Contractors responsibility. Unless Contractor and Client make agreements outside of this Agreement in which it would not supersede or merit any extra duties and /or breech of contract on the Agreement.
2. Report to the appropriate regulatory authority and to the Client, as required by both the State's on-site rules and the local Agency's rules even if more stringent than the states' requirements. All findings must be reported to the local Agency within 14 days as well as Clients.
3. If the OSSF is equipped with such requirements Replace, or repair, if the 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 the Client. When the cost is greater than \$100.00, or if Contractor does not have the supplies needed at the time of the site visit, Contractor will notify Client of the Service(s) needed. Client must notify Contractor of Client's management(s) to effect repairs within 48 hours from the date the Client was notified. Otherwise, Client understands and agrees to the responsibility and prolonging repairs could have addition Contractor fees for extra services and/or could cause additional repairs and to be billed to Client, as required by State and local Agency rules.
4. Additional visits site in response to Client's request(s) for unscheduled service(s) within two business days from the date of Contractor's receipt of Client's request. Unless otherwise covered by warranty, such unscheduled responses will be billed to Client at the rate of **\$100.00** per additional trip for each unscheduled response plus **\$125.00** per hour after first 30 minutes for any work or labor performed.
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

V. Site Location: The Services and routine maintenance are to be performed at the Clients property located at: **4550 Farm to Market 967 Buda, TX 78610**; _____ Synergy Onsite Septic Solutions and their representatives, personnel and technicians as certified by Manufacturers and licensed by the State in IV.-1 to provide

maintenance.

VI. Payments: The fee for this agreement will be **\$400.00 for 1 year** only covers the Services Described herein, this fee does not cover equipment or labor supplied or non-warranty repairs or charges for unscheduled Client requested trips to the Client's site. Payment for such additional services is due when service is provided or rendered Payment not received within 10 days from the "Due Date". Otherwise, delinquent payments could be subject to a \$20,00 late penalty and/or 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).

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

1. To Learn, know and understand all the parameters of their On-Site Sewage Facility also known as "(OSSF)", as well as adhere to those understandings accordingly during entire ownership of that septic system. Client herein always acknowledges 100% of ownership of their OSSF and assumes all responsibilities of including but limited to: normal, over or misuse of system, destruction, damages, failures of components and/or acts of Gods. Except in the case of any manufacturer's and/or Contractor's limited labor warranties that may stay be in place and still valid. Client agrees to at their cost to allow Contractor to inspect for evidence of user(s) error, misuse or over-use or environmental interferences that may complicate and/or void any of those warranties.
2. Client also acknowledges Contractor i.e., will only be responsible for the limited labor warranties that are required for any installations or replacement or components that the Contractor services was responsible for and in no way inherits or adopts another Company's warranty as their own.
3. If and/or when, Client needs Contractor for additional site visits for any reason that they acknowledge that this agreement only covers those set number of routine visits stated, IV.-1. All additional site visits fee is **\$100.00** per trip, covers arrival and first 30 minutes of labor. After the first 30 minutes labor will be **\$125.00** per hour for 2 laborers, plus the cost of any parts or materials if needed.
4. Maintain Chlorine supply and stock reservoir we Contractor is not On-Site, if required for their OSSF.
5. Is to provide all necessary access to portions of yard/lawn or property as well Client acknowledges responsibility to maintenance vegetation and removal of all obstacles or valuables in or around areas and set-backs of the OSSF, including dogs/pets and/or any other livestock animals as needed to allow the OSSF to function properly and to allow Contractor safe and easy and access to all parts of the check OSSF. Therefore, if Contractor damages property, gets injured or unable to perform proper services due to lack of safe, easy access then Client will assume all additional financials responsibilities' as well pay for costs for any additional labors, trip fees and outsourced services needed.
6. Maintain a current license to operate. and abide by the conditions and limitations of that license all requirement of an on-site sewage facility (OSSF) from State and local regulatory agency as well as manufactures recommendations.
7. Immediately notify Contractor and Agency of all alarms or problems with. including failure of the OSSF.
8. Will need to provide the Contractor with records of water usage, cleaning/pumping manifests and prior history of maintenance or repairs, upon requests for evaluation by the Contractor of the OSSF Performance.
9. Allow for samples and/or measurements of the inlet and outlet to the OSSF to be obtained by the Contractor for the purpose of evaluating the OSSF performance. If these samples are to be sent to a lab for testing, this is an additional service with charges that shall include: labor at **\$125.00** per hour, IIV.-1, Second Asterisk; to be accounted for while Contractor is On-Site as we as drive times, all labor performed to collect and measure and drive-times from office to OSSF site, site to lab and lab to office, otherwise known as "Portal to Portal". In an addition to all costs for services provided by Lab or testing facility.
10. Do not allow the backwash/flush from treatment, or water conditioning equipment to enter the OSSF.
11. Provide for pumping of tank(s) when needed and as suggested by Contractor, at Client's own expense.
12. Maintain site's drainage to help prevent adverse effects of OSSF.
13. Refrain from using garbage disposal, flushing trash, debris, other non-human wastes, or undigested food materials excessive water usage, sprinkler irrigation on or around the OSSF and/or use of unnecessary products or additive outside of those specified, IV.-1.
14. Promptly and fully pay Contractor's bill, fees of invoices as described herein.

IX. Application or Transfer of Payment: The fees for this agreement may transfer to the subsequent owner(s), however this agreement will not transfer. Client will need to inform/advise subsequent owner(s) of the requirements and that they sign a maintenance agreement authorizing Contractor to perform the above-described Services. This replacement Agreement must be signed and received in Contractor's office within 10 days of transfer of ownership. Contractor will apply all charges for repairs or services not paid within 10 days of invoicing, The consumption of the payment in this manner may lead to termination of the agreement by the Contractor.

X. Termination of Agreement: This Agreement may be terminated by Client or Contractor 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 paid at the rate of **\$125.00** per hour for any work performed, but not yet paid. Also, the party terminating will notify, in writing the equipment manufacturer and the regulatory agency of the termination.

XII. Limit of Liability: In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract or any other theory, in no event shall the Contractor's liability for direct damages exceed the fee for the services described in this Agreement.

XII. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the retaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of this Agreement is invalid or non-enforceable, but that by limiting such provision it would become valid and enforceable, then such provision as this will be deemed to be written, construed, and enforced as so limited,

XIII. Performance of Agreement: Commencement of and 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 of this agreement and all required documentation
2. Contractor providing the equipment for this project.

*Contractor receiving payment in full for the equipment and fee as described in Section IV.

(b) If this is not an initial contract

1. Contractor receiving a fully executed original copy of this Agreement all required documentation.

* Contractor receiving payment in full for the fee as described in Section VI.

(c) If the above conditions are not met, then Contractor is not obligated to perform any portion of this agreement.

XIV. Entire Agreement: This agreement contains the entire agreement of the parties that are there are no other promises or conditions in any other agreement, oral or written.

Client Printed: Robert Hess

_____ **Date:** _____

eSigned by:

Client Signed: _____ **Robert Hess**
03/20/2024 04:28 pm

_____ **Date:** _____

Maintenance Provider's Signature:

eSigned by:

John Paul New
03/20/2024 08:52 pm

_____ **MP0002221 Date:** _____

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