

Maintenance and Monitoring Services

K & K Septic Services LLC

550 County Road 153

Georgetown, TX 78626

512-567-2064

kent@kandksepticservices.com,

Website: kandksepticservices.com

Kent B. Knight | Installer II 35707, MP 2361, and Site Evaluator 37657

<u>Customer Information:</u>	<u>Official Use Only:</u>
Owner: _____	OSSF Permit Number: _____
Address: _____	Contract Start Date: _____
City: _____	Contract End Date: _____
County: _____	New Construction: _____
<p>This agreement is between Kent Knight (Contractor) and Client (homeowner) for services described in this Contract. By signing this contract, both parties agree to fulfill his/her responsibilities described herein.</p> <p>The Contractor agrees to perform routine maintenance on the On-Site-Sewage-Facility (OSSF) in accordance with Texas Commission on Environmental Quality (TCEQ) and/or regulatory authority (County) guidelines three times per year (approximately every four months).</p> <p>The Contractor will report to the Client and the regulatory authority the findings of each site visit within 14 days of each visit.</p> <p>When any component of the OSSF system is found to need repair, the Client will be notified so repairs can be scheduled. These repairs are in addition to the fee for this service agreement and the client will be provided with an estimate, which will be provided before any work is performed.</p> <p>If the Client requests an unscheduled service visit, the Contractor will respond promptly (within two business days or less). It is the Contractor's goal to respond to malfunctioning systems as soon as possible to prevent any down-time in functionality of the OSSF, which would result in an inconvenience to the Client. These unscheduled service visits are billable events that are in addition to the fee for this service agreement. The Client will be given an estimate for repairs before any work is performed.</p> <p>The Client will receive a notification of arrival through the Contractor to the site to person(s) on location and/or by written notification left onsite.</p>	
Client's email address: _____	

Pick a Plan

One-year Plan \$300 (3 Aerobic Inspections done every 4 months with reports emailed to client)

Two-year Plan \$500 (6 Aerobic Inspections done every 4 months with reports emailed to client)

This fee only covers services described herein. It does not cover parts, labor, equipment, or charges for unscheduled visits.

Payments for these unscheduled visits are due upon completion of repairs.

Client's Responsibility

Provide and maintain proper level of tablets in solid chlorinator or bleach in liquid chlorinator if the system is equipped with a chlorinator.

Perform all necessary yard/lawn maintenance needed to ensure proper functioning of the OSSF and to allow Contractor adequate access to all components of the system as well as maintaining adequate site drainage so as not to impact the proper operation of the OSSF.

Immediately notify the Contractor of any problems with the OSSF.

Agrees to never modify or alter any component of the OSSF.

Upon receiving notification of needed repairs to the OSSF, it is the Client's responsibility to schedule repairs with the Contractor. If Client chooses to use another service provider for repairs, it becomes their responsibility to ensure the provider holds an Installer II license and Client must also ensure that the repair event details are reported to the Regulatory Authority within 72 hours.

Agrees to provide water usage history to Contractor upon request to assist Contractor in evaluating OSSF performance.

If laboratory testing is required of samples from Client's OSSF, Client acknowledges that it is his/her responsibility to pay for this testing. This includes transportation of samples to the lab as well as lab fees and fees for the Contractor to collect the sample.

Agrees to never allow backwash from water softener regeneration to enter the OSSF or if this is occurring at the initiation of this service agreement then to decide with the Contractor to divert this stream from the OSSF.

Pump the tanks at Client's expense as needed. Contractor will assist Client in determining when pumping is required.

Agrees to promptly pay Contractor's bills whether it is the service agreement or an unscheduled service request. Payment is due upon completion of work. Bills are considered late and subject to a 10% carrying fee after 30 days.

Access

Client agrees to provide access to Contractor to the OSSF. If there is a gate code to access the property, then either the code is to be provided or the Client or representative must be present to allow Contractor access to the property.

If dogs or any other potentially dangerous animals are on property and contained within the same confines of the OSSF or any of its components, the Client must ensure that the animals are not a threat.

If the Contractor is fearful of his/her safety and cannot enter the OSSF area due to animals or lack of an adequate access code/gate code the Client will be billed for a trip charge of \$75.

Note from Contractor to Client: If your pet is a threat and we have to contact you to schedule our routine visits because you are not home during the day then let's get together and work out a reasonable solution for both of us so we are protected and you are not billed excessively.

Transfer of this agreement

Upon transfer of ownership of property in this agreement, payments to Contractor from the Client are transferable, however, this service agreement is not. Any subsequent owner(s) must contact the Contractor so that a new service agreement can be initiated. This must be done less than 30 days from the transfer of ownership of the property. The Contractor will pro-rate funds received from the previous owner to the new owner less any outstanding bills due from the previous owner.

Termination of this agreement

This agreement can be terminated by either party with 30 days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If terminated by either party, the Contractor will be paid \$125/hour plus cost of materials for any work performed and not yet paid. The party terminating will immediately contact the other party in writing as well as the regulatory authority. It will then be the Client's responsibility to contract with another licensed Maintenance Provider for the service contract required by law.

Limits 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. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this agreement.

Severability

If any provision in 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.

Performance of Agreement

Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) The Contractor is receiving a fully executed original copy of this agreement. (2) The Contractor is receiving payment in full for either a one-year (\$300) agreement or a two-year (\$500) agreement. If the above conditions are not met then the Contractor is not obligated to perform any portion of this agreement.

This agreement contains the entire agreement of the parties and there are no other promises or conditions in another agreement, oral or written.

Maintenance Plan: 1 yr. 2 yr: New Construction: (requires a 2-year contract)

Client or Authorized Agent Date: _____

Name(print): _____ **Signature(client's):** _____

Property address: _____

Gate code: _____

Cell number: _____

Client's Email: _____

Mailing address: _____

Landline: _____

Contractor Date: _____

Kent B. Knight Signature _____

Installer II 35707, Maintenance Provider 2361, Site Evaluator 37657

Company Mailing Address:

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