PH I L31
previous owner –
Walter Marsh

STATE OF NORTH CAROLINA
COUNTY OF Iredell
Agreement Number _____

AGREEMENT FOR INSPECTIONS OF ON-SITE WASTEWATER SYSTEM

This Agreement is entered into this 25th day of May 2004, by and between Tri-County Wastewater Management Inc. ("Tri-County") of Charlotte, N.C., a North Carolina Corporation and Scott Hemming ("Owner").

Preamble

Tri-County is contracting with the Owner to provide inspection services as described on Attachment A for the fees or charges also shown in Attachment A.

The Owner owns or controls the property upon which a ground absorption sewage treatment system ("System") is installed, such System being designated as a type II, III, IV, or V system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Admin. Code 18A.1900 et seq.; and 15A N.C. Admin. Code 18A.1961 requires that a condition of the Operation Permit for type IV and V systems be that a properly executed inspection contract between the System Owner and a management entity shall be in effect for as long as the System is in use. Tri-County is a management entity which employees certified operators of a type authorized by 15A N.C. Admin. Code 18A.1961 to manage and inspect type II, III, IV, and V systems.

In consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Owner and Tri-County as stipulated below.

Conditions of the Contract

A. Tri-County, in consideration of the payment by the Owner as set out in the schedule of services and charges in Attachment A, incorporated herein, agrees:

1) To provide the services set out in Attachment A according to the minimum schedule of inspections/services required by regulations for the lots or parcels set out in Attachment B.

2) To report results of the inspections to the local health department or other regulatory agency having jurisdiction as required by applicable laws or regulations.

3) If inspections indicate the need for System repairs:

a) to notify the local health department within 48 hours.

b) to give notice to the Owner of needed repairs, and, if the necessary repairs are outside the scope of the routine maintenance described in Attachment A, then at the Owner's request, Tri-County will provide an estimate and, at the authorization of the Owner, will perform the necessary repairs at Tri-County's then prevailing charges for services and materials.

4) If Tri-County's services are terminated, Tri-County will notify the local health department within 48 hours, and notify any other regulatory agency requiring notice as required.

B. The Owner, in consideration of the services performed, agrees:

1) To pay Tri-County for its services according to the schedule of charges set out in Attachment A.

2) Within 30 days of receipt of notice of repairs under A (3) above, the Owner must provide proof that repairs have been performed by a licensed or qualified entity and the System is functioning properly or request and authorize Tri-County to complete the needed repairs.

3) To notify Tri-county promptly of any emergency or malfunction which may violate environmental, health, or other laws and regulations, and to authorize immediate repair as necessary to restore the System to proper function and operation.

4) To provide and to maintain at all times, such access to the System as is reasonably necessary for Tri-County to comply with its obligations under this Agreement.

C. **TERMS OF THE AGREEMENT**

1) This Agreement shall be effective for one year from the date of this contract, and will be automatically renewed from year-to-year, unless written notice of termination and non-renewal is given to the other party not less than 60 days prior to the end of the then current annual contract year.

2) The real property to be serviced under this Contract is listed on Attachment B.

3) This Agreement automatically terminates if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for making an appeal has passed.

4) The parties may terminate at the end of the then current term by consent of each party or by not less than 60 days written notice to the other party, and not less than 30 days notice to the local health department or other regulatory agency having jurisdiction.

5) This Agreement may be terminated for cause for breach, which remains unremedied after 15 days written notice to the defaulting party.

D. **LIMITED WARRANTY**

TRI-COUNTY'S SOLE DUTIES AND RESPONSIBILITIES UNDER THIS AGREEMENT IS TO PROVIDE INSPECTION AND ROUTINE MAINTENANCE ONLY AS SPECIFIED IN THIS AGREEMENT. INSPECTIONS WILL COMPLY WITH APPLICABLE CODES, LAWS, AND REGULATIONS IN FORCE AT THE TIME OF THE INSPECTION AND REPORT. WORK AND MATERIALS USED IN REPAIRS ARE WARRANTED ONLY TO BE OF GOOD WORKMANSHIP, FREE OF DEFECTS, AND CONFORM TO THE SYSTEMS SPECIFICATIONS AND EQUAL TO THE ORIGINAL PARTS AND EQUIPMENT. THE OWNER'S SOLE REMEDY UNDER THIS EXPRESS WARRANTY IS REPAIR OR REPLACEMENT AND CONSEQUENTIAL DAMAGE OR DAMAGES FOR DELAY ARE LIMITED TO TOTAL SUMS PAID TRI-COUNTY UNDER THIS AGREEMENT FOR THE PARTICULAR LOT OR PARCEL FOR THE THEN CURRENT YEAR. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESSLY AND SPECIFICALLY EXCLUDED. REPAIRS, REPLACEMENTS, ADDITIONS AND CHANGES BY OTHERS TO THE SYSTEMS COVERED BY THIS AGREEMENT WITHOUT PRIOR NOTICE TO TRI-COUNTY OR ACCEPTANCE OF THE WORK BY TRI-COUNTY DURING THE TERM OF THIS AGREEMENT VOIDS ANY WARRANTY GRANTED HEREIN AS TO TRI-COUNTY.

E. **MISCELLANEOUS**

1) Transfer of rights, responsibilities, and duties under this Agreement by either party shall be valid only on written notice and consent signed by both parties, which consent shall not be unreasonably or arbitrarily withheld.

2) Tri-County may perform its duties and responsibilities by subcontract but Tri-County will remain directly liable and responsible to the Owner under the terms of this Agreement.

3) Waiver of default or a breach of the Agreement by either party shall not operate nor be construed as a waiver of further or subsequent defaults or breach of this Agreement. Failure to take action in any default or breach does not bear action on such default at any time subsequent to such breach or default.

4) This Agreement constitutes the entire agreement of the parties, incorporating, and superseding all prior representations and negotiations and may not be changed or amended except in writing signed by the parties. The Agreement shall be interpreted under North Carolina law. Any part of the Agreement declared void, illegal, or unenforceable will not affect other provisions of the Agreement.

5) Disputes arising under this Agreement shall be determined by any method of Alternative Dispute Resolution the parties choose, including but not limited to, mediation or arbitration, under the Uniform Arbitration Act of North Carolina or its equivalent, or such means or methods as the parties agree to in writing.

6) Notices are deemed delivered if delivered in person; by certified or registered mail; by courier; or delivery service, if properly receipted, charges and postage prepaid, as follows:

Owner: Scott Hemming
188 Sunrise Cv
Mooresville NC 28117

Tri-County Wastewater Management, Inc.

P. O. Box 1830
Indian Trail, NC 28079

Health Department:

Iredell County D.E.H.
412 E. Center St
Mooresville, NC 28115

Each party has executed this Agreement with full power, authority, and legal right to enter into; to bind itself to the rights, duties and responsibilities under this Agreement, which is binding on the parties, their successors and assigns, heirs and personal representatives, on the date first above written.

Attest: X _____ **Owner**:

X _____

Attest: Vicki Davis

Tri-County Wastewater Management, Inc.

By: _____

Title: Pres.

North Carolina Certified Operator

By: _____

License number: SS 12248
SI 23910
2WW 24666

ATTACHMENT A

1. **COST**: INITIAL CONTRACT YEAR - $ 205.00
RENEWAL YEARS - $ 180.00

a. The Owner shall pay to Tri-County the aforementioned sums for each parcel listed on Attachment B. The initial annual fees are payable upon the execution of the contract. Annual billings will be made thereafter and payable within 30 days of billing. The annual billings will be made on the anniversary dates. The annual fees may be amended upon 60 days advance notice to the Owner. The Owner shall pay to Tri-County his normal and customary fees for any authorized work performed on the System as a result of non-scheduled service or maintenance calls. These fees are due and payable within 30 days of billing. Payments due to Tri-County and unpaid by the Owner after 30 days shall accrue interest from the due date until paid at a rate of 1.5 percent per month.

2. **PERFORMANCE DUTIES**:

- Inspection procedures and services that meet or exceed all state and local regulatory requirements.
- Inspections performed: X bi-annually ___quarterly ___monthly ___weekly ___annually
- Inspection report copies are sent to the Health Department as required.
- Inspection report copies are sent to the homeowner at each inspection.
- Emergency service calls at no additional charge.
- 24-hour accessibility
- The Owner will be advised with the need for pumping the individual septic tanks.

ATTACHMENT B

1. **PHYSICAL ADDRESS OF SYSTEM(S)**

a. 188 Sunrise Cr.
Mooresville NC

Harbour Lot 31 Phs 1

b.

c.

d.