R & H of Lake Norman Inc.

Wastewater System Installation and Management
Inspection & Maintenance Agreement

STATE OF NORTH CAROLINA, COUNTY of Iredell. This agreement is made and entered into this date of 6-19-12, by and between X Shad & Christy Alu (the Owner) and R & H of Lake Norman Inc. (the Contractor).

Witnesseth

WHEREAS, the owner owns or controls the property upon which a ground absorption sewage treatment system is installed, such system being designed a Type ____ system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Adm. Code 18A 1900 et seq.; and

WHEREAS, 15A N.C. Adm. Code 18A 1961 requires that a condition of the Operation Permit for said system be that a properly executed contract between the system owner and a management entity shall be in effect for as long as the system is in use; and

WHEREAS, the contractor is a management entity of a type authorized by 15A N.C. Adm. Code 18A. 1961 to manage a Type ____ system.

NOW THEREFORE, 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 the Contractor as stipulated below:

1. The Contractor's obligations. The Contractor shall perform the following services on the Owner's system located at X 143 Greenbeyrd Mooresville NC, 28115

   a. The Contractor shall inspect the system at least the frequency required in Table V(b) of 15A N.C. Adm. Code 18A 1961(b) for a Type 4 system.

   b. The Contractor shall perform the following routine maintenance procedures in accordance with conditions of the Operation Permit:

   c. The Contractor shall report results of inspections to the local department at the frequency specified in Table V(b) of 15A N.C. Adm. Code 18A 1961 for a Type 4 system.

   d. If an inspection indicates the need for system repairs, the Contractor shall notify the health department within 24 hours of the then inspection.

   e. The Contractor shall notify the Owner of needed repairs, which are outside the scope of routine maintenance described in sub-paragraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment thereof at the Contractor's normal charge for services and materials.

   f. The Contractor shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Adm. Code 18A 1961(b) for a Type 4 system.

   g. The Contractor shall respond to a request for a non-scheduled service or maintenance call within 72 hours after receipt of such request.

2. The Owner's obligations.

   a. The Owner shall pay to the Contractor the sum of $ 350.00 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon 60 days advance notice to the Owner but may not increase more than 2 percent per year. The Owner shall pay to the Contractor the normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within 30 days of billing. Payments due to the Contractor and unpaid by the Owner after 30 days shall accrue interest from the due date until paid at a rate of 2 percent per month.

   b. Within 7 days of receipt of notice of needed repairs pursuant to paragraph 1.e. above, the Owner shall request the Contractor to complete needed repairs or shall provide to the Contractor evidence that the repairs were satisfactorily completed.

   c. The Owner shall provide the Contractor with such access to the system as is reasonably necessary for the Contractor to comply with the terms of this Agreement.