STEVENS

SEPTIC SERVICE CONTRACT

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STEVENS TRUCKING
& SEPTIC TANK SERVICE

MONITORING & INSPECTION PLAN

1. COSTS: INITIAL CONTRACT YEAR: $_____ (*_____ required inspections)
$_____ (required labs)
$_____ Total Initial Year

RENEWAL YEARS: $_____ (*one required inspections)
$_____ (required labs)
$_____ Total Renewal Year

A. The above cost will be paid at the time the sum of the first year. Contract is entered for the whole. The Owner shall pay to the ORC the aforementioned sums for each parcel listed above. 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 renewal fees may increase no more than 10% per year. The Owner shall pay to the ORC his normal and customary fees for any authorized work performed on the System as a result of nonscheduled service or maintenance calls. These fees are due and payable within 30 days if billing. Payments due to the ORC and unpaid by the Owner after 30 days shall be assesses be late payment fee of $25.00 per month for every month thereafter.

2. PERFORMANCE DUTIES:

- Inspections and services that meet state requirements, i.e., inspections of System using an itemized check list, monitoring "septic tanks" to insure proper operation, and make adjustments of imbalances to systems through the distribution devices.
- Inspections and required lab work performed as per Attachment
- Inspection report copies are sent to the environmental regulatory agency (if applicable) and homeowner
- New Homeowner Package (educational material about their septic system) is provided
- The Owner will be advised of any repairs needed and estimated cost or repairs. Repairs will not be made without Owner authorization.
- The Owner will be advised when pumping is recommended
- To inspect system twice a year
- Inspection of the septic tank for influent and effluent line blockage, tank leakage, and level of solids accumulation on the discharge side.
- Inspection of the pump tank, including visual inspection of the unit and testing of the units pump, float switches, and control panel operations.
- The system shall be manually operated for a complete cycle to verify operation.
- Visual inspection of the area while under a normal dosing cycle, to check for seepage, unusual ground saturation, broken or damaged lines, and pipes. The field shall also be checked for any areas of erosion, proper vegetation cover, protection from traffic, and diversion of surface water.
- Check and set head pressures and flush lines if needed.

STATE OF NORTH CAROLINA
COUNTY OF Iredell

STEVENS TRUCKING
& SEPTIC TANK SERVICE CONTRACT

This Contract is entered into this 17th day of November, 2016 by and between Stevens Septic, a North Carolina Corporation/Company of Union County, North Carolina (hereinafter the "ORC" or Operator in Responsible Charge) and True Homes (hereinafter "The Owner").

Property Address 300 Commodore Loop Mooresville NC

Preamble

The ORC is contracting with The Owner to provide inspection services as described on Page 1 for the fees or charges also shown in Page 1.

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 & 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. The ORC is a management entity which employs 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 the ORC as stipulated below.

Conditions of the Contract

A. The ORC. 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 Page 1 according to the minimum schedule of inspections/services required by regulations for the lots or parcels set above.

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

3) If inspections indicated the need for System repairs:

a) To notify the local environmental regulatory agency 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 Page 1 then The Owner may request the ORC to provide an estimate. At the authorization of The Owner the ORC will perform the necessary repairs at the ORC's then-prevailing charges for services and materials.

4) If the ORC's services are terminated. the ORC will notify the local environmental regulatory agency within 48 hours.

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

1) To pay the ORC for its services according to the schedule of charges as set out in Page 1.

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

3) To notify the ORC promptly of any emergency or malfunction known to it 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 use reasonable efforts to provide and to maintain at all times, such access to the System as is reasonably necessary for the ORC 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 thereafter, unless written notice of termination and non-renewal is given to the 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 Page 2.

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 party prior to the end of the then current contract year, and not less than 30 days written notice to the local environmental regulatory agency.

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**

THE ORC'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 EQUALS 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 THE ORC 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 EXPRESLY AND SPECIFICALLY EXCLUDED. REPAIRS, REPLACEMENTS.ADDITIONS AND CHANGES BY OTHERS TO THE SYSTEMS COVERED BY THIS AGREEMENT WITHOUT PRIOR NOTICE TO THE ORC OR ACCEPTANCE OF THE WORK BY THE ORC DURING THE TERM OF THIS AGREEMENT VOIDS ANY WARRANTY GRANTED HEREIN AS TO THE ORC.

E. **Miscellaneous**

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

2) The ORC may perform its duties and responsibilities by subcontract but the ORC 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 any 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 negotiation 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.

Items not covered by this contract include the following:

A. The repair or replacement of any system component after expiration of the stated warranty.
B. Removal of obstructions in sewer pipes, supply . and LPP Laterals.
C. Repair or replacement of any system piping.
D. Repair of replacement of pumps, floats, and control panel components.
E. Laboratory Analysis of effluent samples as required by the State after the first year.
F. Other special requests by the homeowner.

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:

_____

OWNER:

_____

ATTEST:

_____

Company Name

By: Chris Stevens Stevens Sephi

Title: V. President

License numbers: 996735

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