STATE OF NORTH CAROLINA
COUNTY OF Iredell

INSPECTION AND MAINTENANCE AGREEMENT

This agreement is made and entered into this 3rd day of April, 2013, by and between Bob Melvin (hereinafter the "Owner") Commercial and Service of Statesville (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the owner owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system being designated a Type IV 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. Admin Code 18A 1961 requires a contract to be executed between the system owner and a management entity prior to the issuance of an Operation Permit for said system: and

WHEREAS, 15A N.C. Admin 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. Admin. Code 18A 1961 to manage a Type IV system.

NOW THEREFOR, 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 1277 Fern Hill Rd Mooresville NC 28117

A. The contractor shall inspect the system at least at the frequency required in Table V(b) of 15A N.C. Admin . Code 18A. 1961 (b) for a Type IV System .

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

(1) [from operations permit]

(2)

(3)

C. The Contractor shall report the results of its inspection to local health department at the frequency specified in Table V (b) of 15A N.C. Admin.; Code 18A. 1961 (b) for a Type IV System.

C. Termination by the Owner.

The owner may terminate this Agreement by giving notice to the Contractor and to the local health department thirty (30) days in advance of the date of termination.

D. Termination by the Contractor.

(1) The Contractor may terminate this Agreement for cause by giving written notice of intent to terminate this Agreement to the Owner and to the local health department thirty (30) days in advance of the date of termination. Cause shall be defined as:

A. failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within thirty (30) days of receipt by the Owner of the bill. If said bill is paid after notice of termination of this Agreement, the Agreement shall continue in effect, or

B. failure of the Owner to provide to the Contractor authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within 3 days of receipt of notice of needed repairs pursuant to paragraph 1. E. above. If said authorization to complete needed repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect.

C. failure of the Owner to allow the Contractor such access to the system as is reasonably necessary in order for the Contractor to comply with the terms of this Agreement.

(2) The Contractor may not terminate this Agreement without cause, but may assign its rights and duties under this Agreement as provided in paragraph 4, below.

4. ASSIGNMENT

A.

Assignment by the Owner . The Owner shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to the said purchaser.

B. Assignment by the Contractor. The Contractor may assign its rights and duties under this Agreement to another management entity which qualified pursuant to 15A N.C. Admin. Code 18A. 1961 to manage a Type IV system upon thirty (30) days written notice to the Owner and to the local health department.

Notwithstanding the place of execution, or the order in which the signatures of the Parties are affixed.

11. Entire Agreement and Amendments. This Agreement supersedes all prior negotiations, agreements and understandings between the Parties with respect to the subject matter hereof and constitutes the entire Agreement between the Parties with respect to the subject matter hereof. To be effective, any amendment or modification to this Agreement must be in writing and must be signed by the Parties.

12 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such actions, remain in full force and effect.

IN TESTIMONY WHEREOF , the Parties hereto have executed this Agreement in duplicate originals, one of which is retained by each Parties, the day and year first above written.

(OWNER)

Attest:

(CONTRACTOR)

Attest: