INSPECTION AND MAINTENANCE AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF Iredell

This agreement is made and entered into, this 26 day of May, 2020 by and between Bob Ackley (hereinafter referred to as the "Owner") and Russell Williams (hereinafter referred to as 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 4A system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Administrative Code 18A.1900 et seq.; and

WHEREAS, 15A N.C. Administrative 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. Administrative 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. Administrative Code 18A.1961 to manage a Type 4A 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 137 Harvest Wind CT Mooresville, NC. 28115.

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 4A System.

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

1) Flush and set pressure on all drain line laterals
2) Inspect system and grounds for any mal functions
3) Test Run Pump and control panel
4) Check solids depth in septic tank & Clean Effluent Filter

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

d) If an inspection indicates the need for system repairs, the Contractor shall notify the local health

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 15 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; or

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 said purchaser.

b) Assignment by the Contractor.
The Contractor may assign its rights and duties under this Agreement to another management entity, which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage a Type 4A system upon thirty (30) days written notice to the Owner and to the local health department.

5. Use of Subcontractors. The Contractor may subcontract with such manufacturers, suppliers and contractors as it deems desirable to perform any of the Contractor's duties under this Agreement. The Contractor shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

6. Representations. The Parties represent to each other that each has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement.

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 of the Parties, the day and year first above written.

Robert Ackley

(Owner)

Date: 5/29/2020

Russell Williams

Wastewater Solutions (Contractor)

Date: 5-20-2020

Wastewater Solutions & Design

Russell B Williams

" Wastewater Specialist"

4711 Rocking Horse Dr
Maiden, NC 28650

Ph. 980-429-1580
Fax. 828-428-3028 rwilliams9534@bellsouth.net

" Certified Septic Installer, Inspector & Operator"