B. Within 5 days or 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 needed repairs were satisfactorily completed by another entity.

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.

3. Terms. This Agreement shall remain in effect until terminated.

A. Automatic Termination.
This agreement shall automatically terminate 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.

B. Termination by Mutual Consent.
The Parties may mutually agree to terminate this Agreement by giving written notice or termination by mutual consent to the local health department thirty (30) days in advance of the date of termination.

C. Termination by 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 Contractor.
(1) The Contractor may terminate the 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 the Agreement if said bill is not paid within thirty (30) days of receipt of termination is given but prior to the date 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 5 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 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. Assignments.

A. Assignment by the Owner. The Owner shall notify the Contractor of the name and addresses of any purchases 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 NC 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.

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.

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.

7. Regulatory Amendments. References in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future.