Flow Tech Wastewater Management
Inspection And Maintenance Agreement

2. The Owner's Obligations.

a. The Owner shall pay to the Contractor the sum of $250.00 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not be increased more than 2 percent per year. The Owner shall pay to the contractor his 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 thirty (30) days of billing. Payments due to Contractor and unpaid by the Owner after thirty (30) days shall accrue interest from the due date until paid at a rate of two (2) percent per month.

b. Within 3 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 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. Term. 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 taking an appeal has passed.

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

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 the 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 2 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.