



## On Site Septic Maintenance Agreement

- I. Involving:** This Maintenance Agreement is entered into by \_\_\_\_\_ (hereinafter referred to as "Client") who has the Ownership and Obligations for the On Site Sewage Facility (hereinafter referred to as the "OSSF") and between Aloha Septic (hereinafter referred to as "Contractor"), mailing address P.O. Box 92253 Austin, Texas 78709, (512) 785-8313. By this Agreement, Contractor agrees to provide services, as described herein to the On Site Sewage Facility (hereinafter referred to as "OSSF"), and Client agrees to fulfill their requirements under this Agreement as described herein.
- II. Legal Description:** Regularly schedule inspections of the OSSF shall be performed at:
- Home Owner \_\_\_\_\_ Permit No. \_\_\_\_\_,  
Street Address \_\_\_\_\_,  
City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_,  
Brand Name \_\_\_\_\_, Model No. \_\_\_\_\_, Serial No. \_\_\_\_\_, Gpd \_\_\_\_\_,
- III. Effective Date:** This contract will begin and run consecutively for one (1) year from date contractor receives a signed copy of this contract and complete payment is rendered in full. Date(s) Payment Received \_\_\_\_\_ to \_\_\_\_\_
- IV. Contract Fees:** The cost for this agreement is \$250.00 (Two Hundred & Fifty dollars) per year. This Fee only involves the regularly scheduled required inspection service described herein under the Contractors Services. Any extra service that is performed will be a separate charge due at the time the extra services are completed.
- V. Contractors Services:** Contractor will provide the following services under this agreement as listed.
- A. Contractor shall perform regularly schedule inspections three (3) times per year and perform the routine required services per the OSSF Manufacturer's requirements, on all mechanical parts of the OSSF. The inspection schedule will be as follows. First visit \_\_\_\_\_, Second visit \_\_\_\_\_, Third visit \_\_\_\_\_.
  - B. Report all findings to the appropriate Local Regulatory Agency and to the Client, as is required by both the State's and the Local Regulatory Agency's OSSF rules. All findings will be reported to all parties involved within ten (10) business working days.
  - C. Written notification of the visit will be left at or mailed to the home or site personnel, as appropriate, upon completion of inspection, within ten (10) business working days.
  - D. Contractor will notify Client by all means necessary within twenty-four (24) hours that their OSSF is in need of repairs and the OSSF system has failed the regularly scheduled required inspection.
  - E. Contractor is required to report all failing OSSF that can not be repaired within one (1) business working day contractor must file a failing report within ten (10) business working days of the scheduled visit to the State's and Local Regulatory Agency's.
  - F. Contractor is required to act in response to the Client's requests for Service Call within two (2) days of receipt.
- VI. Extra services:** Any extra work performed by contractor on the OSSF that is not covered in the original contract.
- A. **Contractor** provides Manufacture approved septic tablets during the routine scheduled inspection at a cost of \$100.00 (One Hundred dollars) per year. (Client Int. or N/A \_\_\_\_\_)
  - B. **Client** will supply for contractor Manufacture's approved septic tablets for the OSSF. Contractor will install the tablets during the routine visit for \$25.00 (Twenty-Five dollars) per year. (Client Int. or N/A \_\_\_\_\_)
  - C. **Contractor** provides Manufacture approved septic liquid chlorine during the routine scheduled inspection at a cost of \$75.00 (Seventy-Five dollars) per year. (Int. or N/A \_\_\_\_\_)
  - D. **Client Pre-approves** contractor to perform any repairs of any component(s) of the OSSF deemed necessary during the routine scheduled inspection to keep the OSSF working per the Manufacture's specifications. Provided said repairs cost does not exceed \$100.00 (One Hundred dollars). (Client Int. or N/A \_\_\_\_\_)



- E. **Auto Dialer Systems** All systems that come with the auto dialer will be charged \$100.00 (One Hundred dollars) per year for the extra service and monthly reporting which is required. (Client Int. or N/A \_\_\_\_\_)
- F. **Service Calls** due to OSSF alarms will be invoiced at an hourly rate of \$75.00 (Seventy-Five dollars) per hour. All materials deemed necessary for repairs exceeding \$100.00 (One Hundred dollars) must be prepaid by client. An invoice with the estimated cost for repairs will be submitted to client for approval and a deposit check.
- G. **Any Extra** work requested by client, client will be invoiced at an hourly rate of \$75.00 (Seventy-Five dollars) per hour. All materials deemed necessary for repairs exceeding \$100.00 (One Hundred dollars) must be prepaid by client. An invoice with the estimated cost for repairs will be submitted to client for approval and a deposit check.
- H. **Effluent Sample** may be deemed necessary by contractor to be sent out for lab work to evaluate the biological environment of the OSSF. Client agrees to pay for testing directly to the Lab Company. All services performed by contractor will be invoiced at an hourly rate of \$75.00 (Seventy-Five dollars) per hour.
- I. **Tank Pumping** may be deemed necessary due to an overly high level of sludge build up in the bottom of the tanks. Client agrees to pay the pumping company directly on the day of services. This action will only be performed after receiving prior approval in writing from client. This service is between the Client and Pumping Company.
- J. **Any Service** not before described here in contract agreement will be invoiced at an hourly rate of \$75.00 (Seventy-Five dollars) per hour. All materials deemed necessary for repairs exceeding \$100.00 (One Hundred dollars) must be prepaid by client. An invoice with the estimated cost for repairs will be submitted to client for approval and a deposit check.
- K. **Re-report** repaired and passing OSSF within five (5) business working days of completion of repairs rendered to the State's, Local Regulatory Agency's and Client for a re-filing fee of \$25.00 (Twenty-five dollars).

**VII. Client's Obligations:** The client is responsible for the following listed herein below.

- A. Client here by grants access to the contractor, without prior notification, onto the site where all the components of the OSSF are located to perform regularly schedule inspections and repairs as needed during normal business hours (Monday thru Friday, 7:00am to 6:00pm and Saturday 9:00am to 3:00pm).
- B. Client will provide contractor with the past six (6) months of water usage bills from your water service provider.
- C. Grant permission to contractor to file an Open-Records request from the permitting authorities to obtain all records pertaining to the OSSF permits.
- D. Keep a current license/permit to operate an OSSF from the State and Local Regulatory Agency. Also abide by the conditions and limitations of the OSSF specified by the manufacturer's recommendations.
- E. Client provides a safe environment for the contractor to perform regularly schedule inspections and repairs free of harmful pets or animals during scheduled visits.
- F. Client needs to become familiar and knowledgeable regarding their OSSF. An Owners Manual is available from the OSSF manufacture.
- G. Notify immediately the contractor of any problems or alarms with the OSSF.
- H. Between regularly scheduled inspections visits client need to check the OSSF chlorinator for proper levels of chlorine to maintain a properly functioning system. (Only if owner is doing their own chlorine).
- I. Maintain proper surface drainage of rain water away from the OSSF to prevent any undesirable affects.
- J. Maintain a proper yard or lawn maintenance and the removal of obstacles such as, trees, shrubs and plants from the OSSF as needed to allow the contractor to perform regularly scheduled visits.
- K. Not allow back flushing or the house water conditioner/softener into the OSSF.
- L. Client will not dispose of any harmful chemicals into the OSSF system.
- M. Promptly render payment in full for any contractor submitted invoice(s) in a prompt manner to prevent any invoice from going to the collection department.



- VIII. Payment plan:** There are two payment options that contractor offers for client.
- A. Option #1 – Payment may be rendered in full, \$250.00 (Two Hundred & Fifty dollars), is due at time of signing of this On Site Septic Maintenance Agreement. (Client Int. or N/A \_\_\_\_\_)
  - B. Option #2 – Payment of first half (1/2), \$125.00 (One Hundred & Twenty-Five dollars), is due at time of signing of On Site Septic Maintenance Agreement. The second half (2/2), 125.00 (One Hundred & Twenty-Five Dollars), payment is due two (2) months after signing the Maintenance Agreement. (Client Int. or N/A \_\_\_\_\_)
  - C. All extra service invoices rendered to client are due for payment in full upon receipt.
- IX. Late Payment:** All invoices that are over due more than thirty (30) days will be subject to a \$25.00 (Twenty-Five dollars) late fee penalty in addition to reasonable attorney’s fees and all costs of collection incurred by Contractor in collection of any and all unpaid debt(s). If contractor does not receive timely payment for Services or Extra services, then Contractor is not obligated to perform any portion of this Agreement.
- X. Liability:** Contractor assumes no liability for any pre-existing problems or conditions. In no event shall the Contractor be held liable for indirect, consequential, incidental or punitive damages, whether in contract tort or any other theory. In no event shall the Contractor’s be held liable for direct damages exceed the total Fee paid in any one year by Client for the Services described in this Agreement. Contractor is not responsible for any work or materials performed or installed by others not a party to this agreement. Contractor is not responsible for any defects and failures from mistreatment or neglect resulting in a failure from intervening causes.
- XI. Renewal:** This one (1) year Agreement shall continue year to year on the same terms unless either party gives written notice of change or terminate this contract.
- XII. Transferable:** This Agreement in its integrity is transferable form a home seller to the new buyer and will stay in force thought the duration of the contract.
- XIII. Agreement Termination:** This Agreement may be terminated by either party with a 30 days written notice in any event by either party for failure to perform in accordance with these terms, by the other party without fault of the terminating party. Contractor shall be due, and may collect any outstanding debt for any work performed but not yet paid by Client. NOTE: Per State and Local Regulatory Agency rules, the terminating party is responsible for, and will also immediately notify, in writing, the Manufacturer, State’s and the Local Regulatory Agency of this termination.
- XIV. Intact Agreement:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, oral or written.

Client (print) \_\_\_\_\_ (signature) \_\_\_\_\_ (date) \_\_\_\_\_

Client (phone) \_\_\_\_\_ (cell) \_\_\_\_\_ (work) \_\_\_\_\_ (fax) \_\_\_\_\_

Client (E-Mail) \_\_\_\_\_

Contractor (print) \_\_\_\_\_ (signature) \_\_\_\_\_ (date) \_\_\_\_\_

Christopher Kekoa, Osburn  
 Wastewater Treatment Operator – Class “D” – License No. WW0030953  
 On Site Sewage Facility Installer – Class “T” – License No. OS0024214  
 On Site Sewage Facility Maintenance Provider – License No. MP0001383  
 On Site Sewage Facility Installer – Class “II” – License No. OS0028350