



836 NOB HILL RD. QUINLAN TX 75474

PHONE: 903-268-7382

FAX: 903-598-7762

MP# 0002012

OS#

0031447

Permitting Authority: _____

ON-SITE SEWAGE FACILITY

Permit # _____

SERVICE AGREEMENT

- I. **GENERAL:** This work for Hire Agreement (hereinafter referred to as "Agreement") is entered by and between _____, (hereinafter referred to as "Client") and Quality Septic (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein, and the Client agrees to fulfill his/her/their responsibilities under this agreement as described herein.
- II. **SITE LOCATION:** The services to be performed at the property located at: _____
- III. **EFFECTIVE DATES:** This agreement commences on receipt of full payment and runs for the dates listed.
(UP TO 3 YEARS CAN BE SELECTED)
Starting Date: _____ Ending Date: _____
- IV. **SERVICES BY CONTRACTOR:** Contractor will provide the following services (herein referred to as the "Services"):
 - a. In compliance with Agencies (TCEQ/County/City) and manufacturer's requirements, inspect and perform routine maintenance on the On-Site Sewage Facility (hereinafter referred to as "OSSF") three (3) time per year (approximately once every four (4) months).
 - b. Report to the appropriate regulatory authority and to the Client, as is required by both the State's and local Agency's on-site rules. All findings must be reported to the permitting Agency within 14 days of inspection.
 - c. If any components of the OSSF are found to need repair during the inspection, the Contractor will notify the Client of the needed repair.
 - d. Visit to the site in response to Client's request(s) for unscheduled service(s) within two (2) business days from the date of the request. All unscheduled visits are in addition to the fee covered by this Agreement and will be billed to the Client. Unscheduled visits Monday-Friday will be billed at a rate of \$75.00 minimum and \$75.00 per hour after the first hour. Saturday, Sunday and Holiday visits will be billed at a rate of \$125.00 minimum and \$125.00 per hour after the first hour.
 - e. Provide written notification of the inspection to the homeowner and or the site personnel. Additionally, written notification of the visit will be forwarded to the Agency within 14 days.
 - f. Once per year the effluent pump will be pulled for the silver, and the screen cleaned. Screen will be cleaned on every visit for the Gold contract.
- V. **ACCESS BY CONTRACTOR:** Contractor, or personnel authorized by the Contractor, may enter the property at reasonable times without prior notice for performing the above-described Services. Contractor will require access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by manufacturer, and/or rules.
- VI. **LIMITS OF LIABILITY:** In no event, shall the Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract tort or any other theory. In no event, shall the Contractor's liability for direct damages exceed the price for the Services described in this Agreement.
- VII. **Contract levels and additional services:** [Click here to visit our website](#)
 - a. **Septic additive. Free** delivery when purchased with contract. \$60.00/yr. _____. **We recommend this.**
 - b. Silver - \$195.00/yr. _____. Option to bill monthly - \$21.25 per month _____
 - c. Platinum - Please call office for new contract. **(COMPLETE SYSTEM WARRANTY) - \$50.00 per month**
 - d. Addition of liquid chlorine on every scheduled visit, \$50.00/yr. _____ **(NSF certified liquid chlorine systems only)**



- e. This agreement only covers the services described herein. This agreement price does not cover equipment, parts or labor supplied for repairs or charges for unscheduled Client-requested trips to the site. Payments for such additional services are due when services are provided or rendered. Payments not received within 30 days from the due date will be subject to a \$35.00 late penalty and if applicable reasonable attorney fees and all costs of collection incurred by Contractor in collection of any unpaid debt.
- f. If the monthly payment option is chosen and your account goes more than 1 billing cycle without payment your contract will be canceled. A \$35 reinstatement fee will be paid in advance to reinstate the contract.

VIII. CLIENT'S RESPONSIBILITIES: The Client is responsible for each and all the following:

- a. Maintain chlorinator and provide proper chlorine supply.
- b. Provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor easy access to all parts of the OSSF.
- c. Maintain a current license to operate and abide by the conditions and limitation of that license and all Immediately notify Contractor and Agency of any and all problems with, including failure of the OSSF.
- d. Upon receiving a written notification of services needed from the Contractor, it becomes the Client's responsibility to contact the Contractor to authorize the require services. If the Client chooses to use a different contractor to perform the service, the Client is responsible for ensuring the contractor holds the proper license. Also, the Client if using another licensed and approved contractor will provide the proper notification to the regulating Agency.
- e. Provide the Contractor with water usage records, upon request, for the evaluation by the Contractor of the OSSF performance.
- f. Not allow the backwash from water treatment or water conditioning equipment to enter the OSSF unless it is routed to the effluent pump tank.
- g. Provide for pumping of tanks, when needed, at Contractors request. (We offer this service)
- h. Promptly and fully pay Contractor's bills, fees, or invoices as described herein.

IX. APPLICATION OR TRANSFER OF PAYMENTS: The fees paid for this agreement may transfer to the subsequent owner(s), however, this agreement will not transfer. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the above-described Services and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received first from Client to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days on invoicing. The consumption of the above payment in manner may lead to early termination of the agreement by Contractor.

X. TERMINATION OF AGREEMENT: This agreement may be terminated by either party with 30 days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the termination party. If this Agreement is so terminated, Contractor shall be paid at a pro-rated rate for any inspections that have been completed. The Regulating Agency will be notified within the 30 days.

XI. PERFORMANCE OF AGREEMENT: Commencement of performance by Contractor under this agreement is contingent on the following conditions (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full for the payment as described in Section VII. If the above conditions are not met, then Contractor is not obligated to perform any portion of this Agreement.

XII. ENTIRE AGREEMENT: This agreement contains the entire agreement of the parties, and there are no other promises or condition in any other agreement, oral or written.

Mailing Address: _____

Email Address: _____ Phone #: _____

Contractor: _____ Signature: _____ Date: _____

Client Name: _____ Signature: _____ Date: _____