***Coastal Technical Services***

**410 West Linden Street, Rockport, Texas, 78382 361-205-3315 Maintenance Provider: Scott R. Mapes MP0001965**

***Septic System Monitoring and Service Agreement***

Purchaser/Property Owner Effective Date:

Site Address

Legal Address­

Mailing Address same

Home # Cell # Other #

EMAIL: Gate Code:

Original County Permit # County: Aransas

Pets: Indoor/Outdoor Type:

It is understood, and agreed to by both parties, that any other services or obligations that are not expressly stated with this document are excluded from the terms of this Agreement. Additional services not identified or defined within this Agreement or the Scope of Services, to be performed by **Coastal Technical Services** will be produced in an amended document to the original Scope of Services by **Coastal Technical Services**, reviewed and signed by both parties.

The Property Owner will pay **Coastal Technical Services** with 30 days, the invoiced billed according to the terms of the agreement, based upon the rates that are in effect at the time services are rendered.

**Coastal Technical Services** agrees to provide a **ONE YEAR** service contract to the above-named property and owner.

**Validation of Property Ownership.**

In signing this Agreement the Purchaser/Property Owner does validate ownership to the Property, or responsibility for the management of the Property, as well as the septic or onsite wastewater treatment system that is the subject of this Agreement. Further, the Purchaser/Property Owner agrees to defend, indemnify and hold **Coastal Technical Services** harmless from and against all demands, actions, claims and damages, including without limitation the reimbursement of **coastal technical services** reasonable attorneys’ fees arising out of or relating to Purchaser/Property Owner’s breach of its representation and warranty of ownership of Property.

**Scope Of Service.**

This contract shall provide the following:

1. **AT LEAST ONCE EVERY FOUR (4) MONTHS** , an inspection, which will include the adjustment and servicing of all mechanical and electrical component parts, filters, chlorinator, distribution system. Not including pump repair or replacement.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum and overflow, floc levels and an examination of odors, chlorine residual test and a Ph test.
3. Check to insure floats and alarms are operational.
4. **Homeowner is responsible for ensuring the proper type of chlorine is in the chlorinator at all times.**
5. \* A BOD & TSS will be performed once a year. (if Checked) Homeowner will be responsible for testing cost**. BOD test will be performed if system performance is in question by the homeowner, maintenance provider or the designated representative**.
6. If any improper operation is observed at the time of an inspection which cannot be corrected, the homeowner will be immediately notified in writing and/or by telephone of the conditions and the estimated date and cost of repairs.
7. Problems/Service calls from the property owner shall be responded to within 48 hours of notification to this maintenance provider.
8. Ensuring the lids are secure AT THE TIME OF INSPECTION as required by Texas Law.
9. File paperwork with County Health Authority and mail copy to Owner.
10. This Service Contract DOES NOT INCLUDE:

* The cost of components needed to repair system, if and when repairs are needed.
* The cost of labor and time required to repair system, if and when repairs are necessary.
* The cost of Chlorine Tablets or bleach service, as this is a monthly responsibility.
* The cost of pumping system, when pumping is required and/or advised.
* Any service/repairs required due to misuse or negligence.
* The cost of any laboratory testing.
* Service calls

**Pricing and Payment of Services**

1. The cost for a single-system residence is $300.00 for One (1) year. For residences with more than one septic system, these amounts will be multiplied by the number of systems existing on the property. The cost for businesses, schools, churches, or any other commercial property is dependent upon the number of inspections required per year, as some are monthly, others being bimonthly, or every four (4) months.

The fee for services calls is $75.00. Service calls on major components, discharge pumps, compressors, and aerators, will be included in the price of the component and installation. Therefore in these instances, the owner will only be responsible for the installed price of the component to be repaired or replaced. Owner will be quoted, and must approve repair costs before service is rendered.

1. Owner and Maintenance Provider hereby acknowledge and agree the Owner shall pay any and all invoices received from **coastal technical services** by way of check, certified check, money order, cash, or by such other means that the Owner and Maintenance Provider may agree upon.

**Service Calls**

If the Owner has an alarm that has gone off and requires immediate service or help of any kind, the service call fee is applicable. If Owner’s system needs adjustment (i.e. timer or sprinkler adjustment), but there is no emergency and service can wait until the **coastal technical services** is in the vicinity of the Owner’s property (usually 1-3 days), then the Service Call Fee will NOT be charged. Sometimes during a routine inspection or service call, safety issues arise. An example of this would be a cracked or broken lid that needs to be repaired or replaced right away. In this case, and only in this case, it is necessary and required by Texas Law for the Maintenance Provider to proceed to make the necessary repairs, with or without prior notification to the Owner. In this situation **coastal technical services** will leave or email an invoice to the Owner detailing the charges and repairs made and/or parts replaced.

**Limitation of Liability**

1. Subject to Owner’s obligation to pay the Service Fee to **coastal technical services**, either of the parties liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of either party’s obligations under this Agreement and every applicable part hereof shall be limited to the aggregate amount of the Service Fee of this Agreement.
2. To the extent permitted by applicable law and subject to the Owner’s obligation to pay the Service Fee to **coastal technical services**, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data, or any other indirect or consequential loss or damage whatsoever.
3. Nothing contained in representations and warranties shall service to limit or exclude either party’s liability for death or personal injury arising from each party’s own negligence.

**Representations and Warranties**

1. **coastal technical services** hereby represents and warrants to Owner that it shall perform any and all services for Owner with reasonable care and skill and the services provided to the Owner as contemplated in this Agreement shall not infringe or violate an intellectual property rights or other rights of any third party
2. If Owner is, at any time, unsatisfied with any of the services provided, the entire Fee of this Service Agreement will be refunded, minus an appropriate fee for any inspections already performed. The cost of an inspection is the cost of the Service Agreement Fee divided by the number of inspections it includes.
3. **coastal technical services**  does not recommend the following: failure to maintain electrical power to the system, sewage flows exceeding the designed hydraulic load or organic design capability, the disposal of non-biodegradable materials, chemicals, solvents, grease, oil , paint, etc., or of any usage contrary to the requirements listed in the owner’s manual or as advised by the authorized service representative.

**Transfer of Ownership**

In the case that the Owner is selling his/her property during the Maintenance period designated per this Agreement, Owner is not entitled to a refund Service Agreement Fee. Instead, the remainder of the Service Agreement will transfer to the new owner and the new property Owner will need to sign an Agreement showing the transfer of balance of inspections.

**Miscellaneous**

Owner and Coastal Technical services hereby acknowledge and agree that this Agreement shall become effective on the date first above written and shall continue, in full force and effect, until it is terminated by either of the parties hereto.

Either party may terminate this Agreement upon written notice to the other Party if:

1. Either Party to this Agreement is in breach of any of its obligations contained in this Agreement, and such breach is not remedied within fifteen (15) business days of written notice from the other Party.

Maintenance Provider reserves the right to terminate this Agreement for any reason they deems appropriate or necessary; in which case the Service Agreement Fee will be refunded in part or whole as stated in warranties.

IN WITNESS WHEREOF, Owner and Maintenance Provider have hereby executed this Agreement as of the day and year first above written.

**Owner Coastal Technical Services**

**Owner’s Signature Scott R. Mapes MP0001965**

**Owner’s Name (Printed)**