

INSTRUCTIONS FOR COMPLETING APPLICATIONS

Included are:

The Pepper Pike – Sanitary Sewer Connection Request for Permit

And,

Cuyahoga County Board of Health – Application for Household Sewage System Abandonment.

And,

Cuyahoga County Department of Public Works.

The Pepper Pike – Sanitary Sewer Connection Request for Permit

1. This request for a permit will be filled out and signed by Safe Septic Plus LLC.
 - a. You, the customer, do not need to sign this application.
2. The fee for this permit is \$75. You, the customer, will make a check payable to “City of Pepper Pike” in the amount of \$75, plus \$0.75, total **\$75.75**.
3. Safe Septic Plus will file the application with Pepper Pike and pay the fee at time of filing.

Cuyahoga County Board of Health – Application for Household Sewage System Abandonment

1. You, the customer, **sign, and date the top half of the document above “(Property Owner / Contractor)”**.
2. The fee for this permit is **\$175**. You, the customer, will make check payable to “Cuyahoga County Board of Health”.
3. Safe Septic Plus LLC will file the application and submit your payment at the time of filing.

Cuyahoga County Department of Public Works

1. The fee for this application is **\$245**. You, the customer, will make check payable to “Treasurer of Cuyahoga County”.
2. Safe Septic Plus LLC will submit your payment at the time of filing the sewage design plan and associated required document.

After completing all the above, mail the documents and checks to:

Safe Septic Plus LLC
P.O. Box 24463
Lyndhurst, Ohio 44124

Or, call to arrange for the documents to be picked up in person.
(440) 423-5520 / (440) 449-7777

CITY OF PEPPER PIKE

28000 Shaker Blvd., Pepper Pike, Ohio 44124
Office: 216-896-6134 Fax: 216-831-1160

SANITARY SEWER CONNECTION REQUEST FOR PERMIT

FEE: \$75.00

Plus 1% State Fee for Residential work
or 3% State Fee for Commercial work

Permit # _____

Date: _____

Check # _____

Job Address _____
(Number and Street)

Job Name _____
(for commercial job)

Property Owner _____

Contractor _____

Address _____

Address _____

Phone: _____

City-Zip _____

Phone _____

The following must be completed in order:

1. Contractor must obtain an Abandonment Septic Permit from the Department of Health, 5550 Venture Drive, Parma, 216-201-2020 (copy us).
2. Submit drawing for review to City of Pepper Pike Building Department (with copy of abandonment permit).
3. Building Department to inspect basement for proper connection prior to permit.
4. After drawing and inspection is approved from Building Department, obtain permit from City of Pepper Pike.
5. Take City permit (along with approved drawing) to Cuyahoga County Sanitary Engineering, 6100 West Canal Street, 216-443-8209 and obtain their necessary permit.
6. During work call Cuyahoga County Sanitary Engineering for inspection while installing connection to 3' of house.
7. Call Building Department for inspection from 3' to connection to existing sanitary line.

Any fixtures in basement must be connected to the new sanitary system.

Section #1444.06 (a) Effective Period of Permits: If, after a permit has been issued, the operation called for by it is not commenced within six months of the date thereof, such permit shall be void, and before such operation can commence, a new permit shall be taken out by the owner or by his or her agent or architect and fees as hereafter fixed for the original permit in Section 1446.01 shall be paid therefor.

Section #1446.11 – Commencement of Construction Prior to Permit Issuance Fee: The fee for any permit shall be twice the amount provided herein if the permit is applied for after the construction and/or other work for which a permit is required has commenced. Payment of such fee does not relieve contractor from other penalties provide in the Building and Housing Code.

Contractor signs are not permitted to be displayed within the City of Pepper Pike.

It is the responsibility of the permit holder to schedule all required inspections. Permit holder or owner/agent must be present at inspection site during inspection.

It is imperative to keep streets clean at all times. If mud and other debris is tracked on streets, the Pepper Pike Service Department will be called to clean up and cost will be assessed to permit holder.

Precaution must be taken to protect all healthy trees.

The undersigned hereby agrees to construct said sewer or drain in strict compliance with all applicable ordinances, rules and regulations of the City of Pepper Pike, and agrees to complete the work within thirty (30) days after permit is issued. The undersigned further agrees to save the City of Pepper Pike harmless from any and all claims for damages arising from the construction of said sewer or drain.

It is understood that no storm water is to be connected to the sanitary sewer.

Signature of Applicant _____ Date _____

PHONE: (216) 201-2000

CUYAHOGA COUNTY BOARD OF HEALTH

FAX: (216) 676-1317

5550 VENTURE DR.
PARMA, OHIO 44130
WWW.CCBH.NET

APPLICATION FOR HOUSEHOLD SEWAGE SYSTEM ABANDONMENT

PROPERTY: _____

(Address)

(City)

(Zip Code)

HOMEOWNER: _____ PHONE# _____

NO. OF TANKS _____ TYPE OF TANKS (CONCRETE, PLASTIC, ETC.) _____ SIZE (GALLONS) _____

TYPE OF SYSTEM (AERATION SYSTEM, FILTER BED, ETC.) _____

SYSTEM LOCATION _____

SIGNATURE: _____ DATE: _____

(PROPERTY OWNER/CONTRACTOR)

CONTRACTOR: _____ PHONE #: _____

OWNER/OPERATOR NAME: _____ FAX #: _____

ADDRESS: _____

(STREET NUMBER)

(CITY)

(STATE)

(ZIP)

ARE YOU CURRENTLY LICENSED WITH THE CUYAHOGA COUNTY DEPT. OF PUBLIC WORKS? (CIRCLE ONE) YES NO

≈ MAKE CHECKS PAYABLE TO THE CUYAHOGA COUNTY BOARD OF HEALTH ≈

**HOUSEHOLD SEWAGE SYSTEM ABANDONMENT FEE
\$175.00**

ALL RETURNED CHECKS WILL BE CHARGED A PROCESSING FEE OF TEN DOLLARS (\$10.00)

FOR OFFICE USE ONLY

APPROVED BY _____ DATE _____ PERMIT # _____

FEE PAID \$ _____ LOG# _____

Cuyahoga County Department of Public Works (CCDPW)

2023 Rate Schedule

Contractor's License	\$70.00
Sewer Permit	\$245.00
Mainline Construction Inspection day)	\$360.00/day (Billed per
Subdivision	
Commercial	
Industrial	
Mainline tap-in connection	
No-show charge	\$180.00
Overtime/Holiday/Weekends	\$90.00/hour
Overtime/Holiday/Weekends Minimum charge	\$360.00
Overtime/Holiday/Weekends No-show charge	\$360.00

If any sewer system construction is done without a CCDPW Construction Inspector present, the contractor shall be fined double the Construction Inspection Fee for each day of work that has been done without the required Construction Inspection.

Furthermore, the County reserves the right to require that the contractor excavate and uncover any such work for CCDPW inspection. Any and all work found to be inadequate or sub-standard in any regard, as determined by the County, shall be removed and replaced at the contractor's expense. In addition, the County may require any work to be CCTV inspected and the videos submitted to the County for review and approval.

SAFE SEPTIC PLUS LLC

(440) 423-5520

info@SepticToCitySewer.com / www.SepticToCitySewer.com

Estimate / Quote / Work Order

This document shall become "Exhibit A" of the subsequent contract.

Customer / Owner Name: _____ Phone: _____ Date: _____
Service / Work Address: _____ City: _____ Zip: _____
Email Contact: _____

Service Description: Septic to city sewer conversion service includes – Installation of new sewer line / Connection to existing sanitary pipe exiting house and proceeding to vertical riser near street at 1% to 10% grade, crushing or filling abandon septic tank, as per "Detailed Cost Assumption" document Exhibit B.

Materials \$ _____, Labor \$ _____, Equipment \$ _____, Service Fee \$ _____, TOTAL \$ _____

Additional fees paid by customer:

Pumping Septic Tank, (additional charge or customer may have their regular septic service pump.), abandon tank fill material. Video inspection of existing pipe(s), and all extra and/or unexpected material, labor and services which become necessary or directed by the city of Pepper Pike and/or Department of Public Works / sewer district.

Permits Required (paid by customer):

Septic Abandonment Permit / Health Department \$175.00 (additional)
Sanitary Sewer Connection Permit / Pepper Pike \$75.75 (additional)
Cuyahoga County Department of Public Works (Sanitation Engineering) \$245.00

Permit Total\$495.75

The Design Plan is subject to change based on agency engineer requirements or complications. Additional materials and or services may be needed to complete the job, requiring additional charge. Customer grants Safe Septic Plus LLC permission to alter this agreement after signing to accommodate additional materials, services, and costs necessitated by additional directives from Cuyahoga County Public Works, City of Pepper Pike, Cuyahoga Department of Health or as needed to complete the project. The customer shall be solely financially liable for removal and restoration of obstacles including, but not limited to, large trees, tree roots, driveway cutting and fill base, new concrete / asphalt, brickwork, backfill material, waste material / objects already on property, etc. all of which is an additional charge.

Additional material (if needed)\$

Additional Services (if needed)\$

Description of additional material / services (This part of the agreement shall be completed as necessary):

Permits to be filled out & paid in full at signing. (Safe Septic Plus LLC will submit applications)

Estimate/Quote price good for **five days**, price may change based on additional requirements or demands. Customer accepts liability for all collection and legal fees of Safe Septic Plus LLC, its owner, agents. The customer has received a copy of this agreement.

CUSTOMER HAS THE RIGHT TO CANCEL THIS AGEEMENT BEFORE MIDNIGHT OF THIRD DAY FROM EFFECTIVE DATE.

(Attached are two Cancellation letters)

Customer / Owner Acceptance by: _____ Effective Date: _____

This Construction Contract Agreement (this "Agreement") is made as of _____, 2024

by and between _____, an individual located at _____ ("Owner") and

Safe Septic Plus LLC / Contractor, located at 1592 Lander Rd., Mayfield Hts., Ohio ("Contractor").

Owner and Contractor may each be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Contractor is a duly licensed general contractor in the City of Pepper Pike, Ohio, in good standing, with contractor's license / registration number 23908; and Cuyahoga County Sewer District License #15382

WHEREAS, Owner owns the property located at

_____ (the "Property") and desires to have certain work performed by Contractor at the Property.

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agree as follows:

1. Description of Work.

Contractor shall perform the work described in Exhibit A (the "Work"), in accordance with Owner's initial plans and specifications submitted to City of Pepper Pike and Cuyahoga County Department of Public Works Northeast Sewer District, this Agreement, and any Change Order, as defined herein, (collectively, the "Contract Documents") at the Property.

2. Contract Price and Payments.

Owner agrees to pay Contractor for the Work the total amount of \$ _____ USD (the "Contract Price"). Payment of this amount is subject to additions or deductions in accordance with any mutually agreed to changes and/or modifications in the Work, and the other documents, including exhibit A & B, to which this Agreement is subject. Payment for the work will be by Check or Money Order, made payable to "Safe Septic Plus LLC" according to the following schedule:
10% upon acceptance and signing.

10% upon obtaining permit from City of Pepper Pike,

10% upon obtaining permit from Cuyahoga County Board of Health,

10% upon obtaining permit from the Cuyahoga County Department of Public Works,

60% upon submission of sewer pipe order to supplier,

All payments received by the contractor are considered earned and are not subject to refund.

3. Certificate of Completion.

Upon completion of the Work, the Contractor shall notify Owner that the Work is ready for final inspection and acceptance or that Work has been inspected and approved by the appropriate inspector(s). When Owner finds the Work acceptable as per inspectors and this Agreement fully performed, Contractor shall issue Owner a "Certificate of Completion" stating that the Work has been completed in accordance with the Contract Documents and the entire balance of the Contract Price is due and payable or was paid according to the payment schedule in paragraph 2 above. The Owner shall make final payment for any unpaid balance or additional agreed fees / costs prior to receiving a Certificate of Completion.

Owner by making final payment waives all claims except those rising out of:

a. any faulty Work appearing after completion,

- b. any Work that does not comply with the Contract Documents; and
- c. outstanding claims or liens. The Contractor, by accepting final payment, waives all claims except those previously made in writing, and which remain unsettled at the time of acceptance,
- d. Work, services, materials, and equipment which is not specifically identified in the "Detailed Cost Assumption" document as being included shall not be included.

4. Materials and Labor.

Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work as specified in the Detailed Cost Assumption. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of Owner or without Owner approval if the materials are of equal or higher quality. Owner understands there is a possibility of complications, including but not limited to design or plan mistakes, pipe identification mistakes, unknown or unrecognized obstacles and the need to perform additional work all which may require additional services, materials and labor of which owner shall be financially responsible.

5. Starting and Completion Dates.

The Work under this Agreement shall begin on or about _____ and shall be completed by _____. Any delay resulting from weather, material availability, government agency, or delays beyond the Contractor's control shall not cause a breach of contract.

6. Instructions.

The Owner shall give all instructions to the Contractor and shall furnish all necessary surveys for the Work. Unless otherwise provided in the Contract Documents, Owner shall secure and pay for all necessary easements, assessments, or other approvals necessary for permanent structures or permanent changes in existing structures or facilities which are necessary to complete the Work.

7. Licenses and Permits.

Owner shall cooperate to obtain all licenses and permits necessary for proper completion of the Work and promptly pay the permit fees as they become due. The contractor may pay license or permit fees on behalf of the Owner. Any licensing or permit fees paid by the Contractor shall be immediately reimbursed to Contractor upon receipt verifying such payment.

8. Laws and Regulations.

Contractor shall perform the Work in a workmanlike manner. The contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances, and any safety requirements of Owner (the "Applicable Laws") in the performance of the Work. Contractor shall promptly notify Owner upon discovery of any variance between the Applicable Laws and the Construction Documents.

9. Supervision of Construction.

Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

10. Record Documents.

Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to Owner upon completion of the Work.

11. Utilities.

Owner shall pay for all permanent electric, water, phone, cable, sewer, and gas service as needed to perform the Work. The owner shall pay for the installation, connection, and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

12. Hazardous Materials.

Except as otherwise provided in the Contract Documents, Contractor shall be responsible for all Hazardous Materials brought to the Property by Contractor. Hazardous Materials shall include radioactive materials, asbestos, polychlorinated biphenyls, petroleum products, crude oil, flammable materials, chemicals, or solvents known to cause cancer or reproductive toxicity, pollutants, contaminants and toxic substances which are restricted, prohibited or regulated by any agency of government in its manufacture, use, maintenance, storage, ownership or handling. If Contractor discovers any Hazardous Materials on the Property, Contractor shall immediately notify Owner and may cease working until the material or substance has been rendered harmless. Owner shall defend, indemnify and hold harmless Contractor, any subcontractors, and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from contact with the Hazardous Substance in performance of the Work resulting in bodily injury, illness or death, or injury or property damage, provided such claim, damage, loss or expense is not the result of any negligent act or omission by the party seeking such indemnity.

13. Warranty.

Contractor warrants that the Work shall be in accordance with the Contract Documents and free from material structural defects. Contractor shall redo or repair any Work not in accordance with the Contract Documents or any defects caused by faulty materials, equipment, or workmanship for a period of 1 year from the date of completion of the Work.

14. Condition of the Property.

Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. The Contractor shall confine the storage of materials and equipment and the operations of employees to the Property and shall not unreasonably encumber the Property with materials or equipment. The Owner is aware there will be disturbance and destruction of ground, landscaping, patios, decks, lighting, above and below ground items, wiring and pipes, trees, irrigation, concrete, asphalt, bricks, house, equipment, etc. and to unseen or unknown items and that damage is likely. The contractor shall not be responsible or liable for any damage to the Property or areas contiguous thereto resulting from the performance of the Work and shall not be responsible or liable for the repair, replacement or restoration of any disturbance, damage, or destruction, Owner shall hold harmless and indemnify the Contractor, agents, and employees. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by Owner.

15. Inspection.

Owner shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage.

16. Right to Stop Work.

If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, Owner shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated. The contractor has the right to stop work if payment is not received as per paragraph 2 above or otherwise within this contract, including owner's failure to provide payment for necessary material, services and labor which became necessary as the work progresses, whether anticipated or unanticipated. In the event of a delay resulting from the Owner's failure to pay, the Contractor has the right to oblige his time and efforts to a different job which shall toll the completion date. Work for the Owner shall be placed back on the Contractor's schedule after payment(s) are

current. Contractor has the right to complete any subsequent job prior to placing Owner back on schedule. In the event a work stoppage causes or contributes to damage or degradation of work already performed, an additional charge shall apply to remedy, repair or restore such work. Disturbance of work already performed could result in additional costs greater than the initial cost. After seven days of nonpayment or breach of contract the Contractor has the right to terminate the contract and shall be relieved of all liability and responsibility. The cost of removing equipment/ supplies and redeployment of equipment and supplies shall be at the owner's expense.

17. **Subcontracts.**

Contractor shall have the right to use subcontractors to perform principal portions of the Work. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

18. **Work Changes.**

Owner reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by Owner and Contractor, which shall be incorporated by reference herein. All changes to the design plan or on-site directive by the Cuyahoga County Public Works engineer or City of Pepper Pike or Cuyahoga County Department of Health (inspectors and officials) shall be considered approved and ordered by the Owner and shall not require written approval. The owner shall be liable for additional costs. The need for additional labor, services and materials required for work not known or anticipated, whether or not Contractor should have been aware, shall be at additional cost to the owner, including but not limited to tie-in of floor drains, sump pump installation, more than one sanitary pipe exiting house, excavation to accommodate basement drain and or garage drain, storm sewer excavation or repair, and trench greater than 6 inches below existing sanitary septic pipe exiting house, trenching in excess of seven feet deep, video camera inspection, pipe tracing, etc. **Notice – It is common and likely to encounter unknown or unanticipated problems, issues as well as directives from inspectors and officials. All related costs to remedy or comply shall be the sole liability of the Owner.**

19. **Other Contractors.**

The Owner reserves the right to enter into other contracts in connection with the Work. The Contractor shall cooperate with all other contractors so that their work shall not be impeded, and shall give them access to the Property as necessary to perform their contracts. Other Contractors of Owner shall not impede the Work of the Contractor and shall not affect the contract or financial obligation of Owner with the Contractor. If the Owner instructs another contractor or service provider to alter or perform work which was originally assigned to the Contractor, the Contractor shall be indemnified from all liability and future performance pertaining to the entire project. Thereafter the Contractor has the right to terminate the contract.

20. **Indemnification.**

Contractor agrees to defend, indemnify and hold harmless Owner and its agents and employees, from and against all claims, actions, liabilities, suits, demands, injuries, obligations, damages, losses, settlements, judgments, fines, penalties, costs and expenses, arising out of any negligent act or omission by Contractor, a subcontractor or anyone directly or indirectly employed by them in the performance of the Work resulting in bodily injury, illness or death, including loss of use, unless caused in whole or part by the negligence or willful misconduct of Owner or Owner's agent.

21. **Contractor's Insurance.**

Contractor agrees to maintain at its own expense during the entire period of construction at the Property:

i. General Liability Insurance.

Such general liability insurance as will protect Contractor from claims for property damage and bodily injury, with limits of liability not less than \$10,000.00 for each occurrence.

22. Waiver of Subrogation.

Owner and Contractor each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by any insurance required under this Agreement. Owner and Contractor shall cause each insurance policy carried by Owner or Contractor relating to the Property to include or allow a full waiver of any subrogation claims.

23. Time of Essence.

All times stated in this Agreement or in the Contract Documents are of the essence. Contractor agrees that such times are reasonable for performing and completing the Work.

24. Extension of Work Time.

The work times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, unanticipated complications or other causes beyond Contractor's control or which justify the delay.

25. Early Termination for Breach of Contract.

a. Contractor's Termination.

Contractor has the right to terminate this Agreement before the completion of the Work when for a period of 7 days after a progress payment is due, the Owner fails to make the payment or if Owner fails to provide the funds to remedy unknown or unanticipated complications which becomes known. On such termination Contractor shall recover from Owner payment for all Work completed and for any loss sustained by Contractor for materials, equipment, tools or machinery to the extent of actual loss thereon, plus loss of a reasonable profit and consequential damages. The Contractor reserves the right to cancel and void this agreement at any time prior to commencement of work on site.

b. Owner's Termination.

Owner may, on 30 days' notice to Contractor, terminate this Agreement before the completion of the Work, and without prejudice to any other remedy Owner may have when Contractor defaults in the performance of any provision of this Agreement, or fails to carry out performance of the Work in accordance with the provisions of the Contract Documents.

26. Disputes.

Any dispute arising from this Agreement shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

27. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

28. Headings.

The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

29. Notices.

Any notice or communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service, or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery. A verbal notice or directive shall be memorialized by mail, text or email.

30. Assignment.

No Party hereto shall have the right to assign its rights or delegate its duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

31. Binding Effect.

This Agreement shall be binding and enure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

32. Governing Law.

This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law's provisions.

33. Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

34. Entire Agreement.

This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements.

35. Amendments.

This Agreement may not be amended or modified except by a written agreement signed by all of the Parties.

36. Waiver.

No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. A waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

CUSTOMER HAS THE RIGHT TO CANCEL THIS AGEEMENT WITHIN THREE DAYS OF ITS EFFECTIVE DATE.

(Owner acknowledges receipt of two copies of a preprinted Cancellation letter attached)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Owner _____ /

Contractor

Signature

Signature

Name

Name

Date

Date

LETTER OF CANCELLATION

1 of 2

Owner's Copy

To: Safe Septic Plus LLC
P.O Box 24463,
Lyndhurst, Ohio 44124

From: _____

Dear Safe Septic Plus, its owner and assigns,

This is to notify you that I have elected to terminate the "Contract" with you executed on _____,
in accordance with the terms and provisions of the contract.

You may contact me if you have any questions.

Sincerely,

Date: _____

LETTER OF CANCELLATION

2 of 2

Safe Septic Plus LLC copy

To: Safe Septic Plus LLC
P.O Box 24463,
Lyndhurst, Ohio 44124

From: _____

Dear Safe Septic Plus, its owner and assigns,

This is to notify you that I have elected to terminate the "Contract" with you executed on _____,
in accordance with the terms and provisions of the contract.

You may contact me if you have any questions.

Sincerely,

Date: _____