

## **Contract Agreement**

\* Inspection of aerator(s), irrigation pump(s), disinfection device, chlorine supply, electrical circuits, distribution system, spray field vegetation, sludge reading from pump tank and overall condition of system.

**'- Our warranty 1, warranty 2 and warranty 3 plans are inspection plans and extended warranty plans on 500 gallon per day aerobic spray plants and cover these parts as indicated:**

**- Mechanical items are water pumps and air compressors. These warranty plans do not cover aerators manufactured by Jet or Norweco, we can use a aftermarket part or if unit can be rebuilt we will consider it on a case by case bases or prorate the item. We will not cover Norweco's Bio Kinetic Filter.**

**- Norweco systems - The Bio Kinetic filter is cleaned at an hourly rate in 15minute increments. Customer can request cleaning of this device at every service or as per requested. We will not be responsible for device breaking when removed or reinstalled.**

**- Electrical components are control panel, and wiring from control panel to pump tank.**

**We will not cover any fixed film or media devices.**

**- These warranty plans do not cover pre-existing conditions, accidental damages/improper usage, acts of nature (floods, wind, tornadoes, snow, ice, drought, lightning), overloads, ants/rodents, unauthorized repairs, theft or anything that is not considered normal operation of the system.**

**- We will not cover pumping due to overloading of system or because of leaky tanks.**

**- Norweco systems - The Bio Kinetic filter is cleaned at an hourly rate in 15minute increments. Customer can request cleaning of this device at every service or as per requested. We will not be responsible for device breaking when removed or reinstalled.**

**- We will not cover poor installation methods, leaky tanks, leaky risers, failing tanks, or sewage lines.**

**-all warranty plans are subject to an initial warranty inspection visit. No items will be covered until this inspection is done.**

**BJWSI will not be held liable or responsible for any sickness, health issues, death or any other damages that may directly or indirectly relate to the OSSF system.**

**- Contract can be terminated by BJWSI if payment is not made. In the event if payment(s) are not made your contract will be terminated and if any repairs were made such as chlorine delivered, parts installed or any other charges that were incurred you will be billed for full amount of these items including labor costs. We do not extend lines of credit unless a credit application is filled out and your credit application is approved.**

**B & J Wakefield Services, Inc. (BJWSI) will inspect and/or maintain the OSSF of residence at location specified in this contract for the amount of time indicated in this contract. This inspection will cover (1) checking the irrigation pump and spray field to be sure they are operating. (2) Checking any warning lights and/or audible alarms for motor malfunctions or failure. (3) Testing effluent as required for your type of system.**

**Repair and replacement parts will be an additional charge separate from regular maintenance, and if any lab cost are involved. Before any additional work is done, an agreement on time and price for parts and labor will be made. Some items may require deposits. Full payment is required upon job completion. IMPORTANT**

**NOTICE!! CHECK ACCEPTANCE POLICY** If you pay this invoice by check and your check is returned to us, it will be represented electronically and your account will be debited for the amount of the check plus the state allowed fee. Service charges apply on all service calls other than regular maintenance. If payment is not received this contract can be voided. You will be contacted by letter as well as the regulating authority Please pay balance upon receipt of invoice. Payments made after 30 days will have an interest rate of 8% a.p.r. After 90 days a \$20 late fee will be assessed. After 180 days account will go to collections and/or lien placed and fees up to 50% of balance will be assessed. If you wish to cancel your contract with us please notify us by mail or phone so that we can fill out appropriate forms. Also to discontinue automatic billing if necessary. Cancellation fees will apply. If credit card is on file this will be used to settle balance on account. BJWSI is not responsible for any overdrafts on your banking account if debit card is used for your account on file with us. If the customer notices a problem with the OSSF System, they need to contact B & J Wakefield Services, Inc. as soon as possible. A representative will come out within 48 hours from when the call is received, or at a time convenient for customer. B & J Wakefield Services, Inc. or representative of BJWSI will test and inspect the OSSF system and make out a report on each service. A copy of the report will be given to the customer, to the reporting authority, and B & J Wakefield Services, Inc. will keep one on file.

By signing this contract the customer is allowing B & J Wakefield Services, Inc. or a representative of BJWSI to gain access to property of location listed above to maintain and service the OSSF system. Customer may or may not be notified before we enter property to inspect or repair properties that the OSSF system is located. If repairs are to be less than \$100.00; BJWSI may determine if necessary, to proceed with repair to OSSF system without notifying customer; unless customer request otherwise. Any repair over \$100.00 will be scheduled with customer's permission. Appointment customers will have an additional fee. Early termination fees apply. B & J Wakefield Services, Inc. will not be held liable for damages to property gaining access to property or for any items in or around OSSF system. For example; gates, lids, piping, gardens, bushes, plants, walls, etc. We do ask customers to leave access to all components of the OSSF system so that we may work or inspect the system without complications. Price sheet is part of contract.

**THE DISINFECTION UNIT WILL BE MAINTAINED BY THE CUSTOMER.** Visit our website at [www.texasseptic.com](http://www.texasseptic.com)

We will beat or match our competitors repair price. Some restrictions apply. Labor rates for repairs are billed in 1/4 hr. Labor rates are 1 person \$100/hr, 2 persons \$125/hr, 3 persons \$150/hr, 4 persons \$175/hr – \$15/hr for each additional person on location + service call and parts if applicable.

Contract start date can be changed by BJWSI Inc., to date of final signature. TCEQ License # MC 355;; Licensed inspectors Brian Wakefield, MP15, Jerry Wakefield, MP 25 , other maintenance technicians as of time of contract signing. Additional employees may inspect after certification.

Note: Maintenance plans are typically inspection plans only. Homeowner or Landowner is responsible by State Law for their own system. You are required to either maintain system yourself in some areas or hire a maintenance provider. In some areas local authorities require you to have maintenance. This does not relieve you of responsibility of your system. If you notice any failures you are to get your septic system repaired immediately.