**MLP Septic Services, LLC**

Address: 747 VZ County Road 1906 Fruitvale, Tx. 75127

Phone: (903) 993-4808

Email: MLPseptic@gmail.com

**Agreement**

1. **General:** This work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and MLP Septic Services, LLC (hereinafter referred to as Contractor), located at 747 VZ County Road 1906 Fruitvale Texas 75127, (903-993-4808). By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/ their responsibilities under the agreement as described herein.
2. **Effective Dates:** If this is an Initial Install Contract, the contract will be for two years and BEGINS when the License to Operate (LTO) has been issued. If this is not an initial installation contract, the contract is good for one year and begins once the contract is on file with the regulatory Agency. A 30-day written notice is required if there is a cancellation before the year of the agreement is up. The written notice will be sent to the local regulatory Agency and the agreement funds are non-refundable.
3. **Contractor or Client**, if choosing to terminate the contract, must give the other party and the local regulatory Agency written notice Thirty (30) Days prior to the ending of the Contract.
4. **Services by Contractor:** Contractor will provide the following services (Referred to as the "Services").
	1. In compliance with the Local Regulatory Agency and Manufacturer's requirements, inspect and perform routine maintenance and upkeep on all parts within the On-Site Sewage Facility (hereafter referred to as the "OSSF") three times per year. The contractor does not provide chlorine. The client is solely responsible for maintaining the chlorine in the chlorinator at all times.
	2. Contractor will provide a weatherproof tag on the control panel containing the company name, phone number and inspection dates.
	3. Contractor will do inspections 3 times a year, every 4 months.
	4. Contractor will report all findings to the appropriate regulatory authority and to the Client, as required by both the State's On-Site rules and the local Agency's rules. All findings must be reported to local Agency's within 14 days, email is acceptable.
	5. The contractor's inspection will include the following: Effluent Quality (Color, Turbidity, overflow and Odor), Alarm Function Filters, Operation of Effluent Pump and Chlorine Availability in the

Chlorinator, (BOD and TSS Annually on Commercial Accounts, Client is responsible for charges for test)

* 1. Contractor will respond to client calls and complaints, regarding visual or audible alarms, suspicious conditions and or problems that might confront the Client within 48 hours, excluding weekend and holidays. The unscheduled responses may be billed to the client at a going rate.
1. **Clients Responsibilities:**
	1. Maintain Chlorinator and Proper Chlorine supply, if OSSF is equipped with.
	2. Provide all necessary lawn or yard maintenance and remove all obstacles, including dogs and other animals as needed to allow the OSSF to function properly and to allow the Contractor easy and safe access to all parts of the OSSF.
	3. Immediately notify the Contractor of any alarms or problems with, including failure of the OSSF.
	4. Provide for pumping of the tanks, generally every 3 years or as suggested by the Contractor at Clients own expense.
	5. Upon receiving a written notification of services needed from the Contractor, it becomes the Client's responsibility to contact the Contractor to authorize the service.
	6. Contractor will not be responsible for any warranty work; Client must contact the Installer for Warranty Problems.
	7. Not allow the backwash from water treatment of water conditioning equipment to enter the OSSF.
	8. Maintain site drainage to prevent adverse effects on OSSF.
	9. Promptly and fully pay Contractor's Bills, Fees or invoices as described herein.
2. **Scheduling:** Contractor will schedule with client, dates to perform the above-described Services of repairs. If Contractor is not able to access the site on the date of appointment, a charge of $75.00 will be billed if the inspection for repairs is not able to be completed and are required to be scheduled on another date. The contractor requires access to the OSSF electrical and physical components, including tanks, by means of man ways or risers for the purpose of evaluation of system and equipment as required by the manufacturer and /or rules. If such man ways or risers are not in place, excavation together with other labor and materials will be required and be billed to the Client an additional service at a rate of $75.00 per hour plus materials billed at list prices. Excavated soil is to be replaced as best as reasonably possible.
3. **Payments:** The fee for this agreement only covers the Services described herein. This fee does not cover equipment or labor supplied for non-warranty repairs or for charges for unscheduled Client request trips to the Client's site of pumping of the OSSF. Payments are to be paid in full on-site the same day services are rendered. Contractor has payment options of PayPal, Cashapp, or Cash. By signing this contract, the Client is authorizing the Contractor to remove any parts which were installed but not paid for when services rendered. The Client is still responsible for any labor costs associated with the installation and removal of said parts. Invoice due when service is completed. The non-refundable contract fee is $ \_\_\_\_\_\_\_
4. **Severability:** If any provision of this agreement shall be considered to be invalid or unenforceable for any reason the remaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of the agreement is invalid or unenforceable, by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Client**

Print Name:

Signature:

Client Address:

Client Phone Number:

Email Address:

**Contractor:** **MLP Septic Services LLC** (Matthew Powers and/or Lauren Powers)

MP Signature:

MP Number: MP0002559

Contract Date:

County:

Permit #:

Thank you,

Have a blessed day!

Colossians 3:23 “Work willingly at whatever you do, as though you are working for the Lord…”