



CTHC Septic  
Mailing: PO Box 3123  
Wimberley, Tx 78676  
Physical: 650 Wayside Dr  
Wimberley, TX 78676  
512-395-5060 or 512-757-5210

## MAINTENANCE CONTRACT

Homeowner Name:

Site Address:

City/State/Zip:

Mailing Address:

City/State/Zip:

Contact number:

Email:

Installer:

Proper Authority:

MFG:

Contract Dates:

Begin Date:

Permit Number:

End Date:

In consideration of the mutual covenants and agreements contained in this Inspection Contract ("Contract") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and CenTex Home Check LLC ("CTHC") agree as follows:

**Owner agrees to pay: (please check one)**

**\$225 annually**

*or*

**\$450 every two years**

for performance under this Contract which sum may be non-refundable. Owner agrees CTHC has no obligation under this Contract until the payment described in this paragraph has been paid in full.

Owner agrees that this Contract will automatically renew on its anniversary date upon receipt of Owner's renewal payment. Owner will be notified when payment is due each year. If payment is not received by the anniversary date the proper authority and Owner will be notified of cancellation.

Either party can terminate this Contract at any time with thirty (30) days written notice. If the Contract is terminated the Owner agrees to notify the proper authority and CTHC at least thirty (30) days before the effective date of termination. Owner understands that state and local laws require Owner to maintain an inspection agreement at all times for the system.

AS PER STATE PERMITTING REQUIREMENTS,CTHC WILL ASSUME INSPECTION AND REPORTING RESPONSIBILITIES. CTHC WILL INSPECT THE SYSTEM AT LEAST ONCE EVERY FOUR (4) MONTHS. THE INSPECTION WILL INCLUDE: EFFLUENT QUALITY (COLOR, TURBIDITY, SCUM, OVERFLOW, AND ODOR), ALARM FUNCTION, DISTRIBUTION SYSTEM, MECHANICAL OPERATION OF AERATION PUMP AND EFFLUENT PUMP, AND CHLORINE AVAILABILITY IN CHLORINATOR.

IT IS THE RESPONSIBILITY OF CTHC TO PERFORM THE REQUIRED INSPECTIONS, SIGN, AND SUBMIT INSPECTION REPORTS ACCORDING TO RULES SPECIFIED BY THE PERMITTING AUTHORITY. CTHC WILL COMMUNICATE, BY ANY MEANS NECESSARY, TO THE OWNER, THE CONDITION OF THE SYSTEM AND ADVISE OF ANY REPAIRS THAT MAY BE NEEDED, AND/OR DISCUSS USAGE ISSUES TO IMPROVE PERFORMANCE OF THE SYSTEM.

CTHC WILL RESPOND, BY PHONE, WITHIN 48 HOURS OF AN OWNER COMPLAINT.

Owner will keep chlorine (tablet or liquid bleach) in the chlorinator at all times. Owner understands that it may be illegal to fail to keep chlorine in the chlorinator.

Owner understands and agrees that CTHC cannot control the type or amount of effluent that Owner puts into the system and therefore CTHC does not warrant how the system will function. Owner will abide by all requirements and recommendations of the system manufacturer and installer. CTHC does not honor any warranty on parts or labor of any component not installed by CTHC. Manufacturer warranties are the responsibility of the individual or company that installed the system or parts. CTHC DOES PROVIDE WARRANTIES ON WORK AND PARTS PROVIDED BY CTHC.

Owner understands and agrees that this service contract does not cover the cost of repairs or parts for the system or service calls resulting from misuse or abuse of the system of any kind, including, but not limited to, electrical malfunctions, broken sprinklers, leaking pipes, blocked or clogged pipes, excessive use (outside of the design criteria for the system), disposal of non-biodegradable materials (solvents, grease, oil, paints, feminine hygiene products, cotton materials, plastics, paper towels, etc.). Overloading of the system above its rated capacity or introduction of harmful matter into the system will result in substandard performance and is the responsibility of the Owner.

The owner grants CTHC unlimited access to the system for inspection and service. The owner agrees to update CTHC with changes of combination lock and/or automatic gate codes, to include contract information (phone numbers) to access property. The owner may incur additional charges if additional visits are necessary because of restricted access.

Owner understands and agrees that servicing the system pursuant to this contract does not include the repair or replacement of any component found to be defective or functioning incorrectly. These items are the sole responsibility of the Owner. Owner understands and agrees that this Contract does not cover pumping of any kind for any reason. The Owner may

contract with CTHC for an additional fee, to perform any repairs needed to keep the system in acceptable working order per TCEQ and county guidelines. If repairs are performed at the request of Owner, the Owner agrees to pay CTHC in full for such repairs at the time the service is rendered. If payment is not made in full at that time, the Owner will be invoiced for repair cost to include parts and labor. The Owner agrees to pay the invoice within ten (10) days. The Owner will be assessed a late fee of 1.5% of the outstanding balance due every thirty days until the outstanding balance is paid in full. Owner authorizes CTHC to remove any part installed by CTHC that is not timely paid for by Owner.

Owner understands and acknowledges that there are inherent hazards of accidental injury, property damage or death in connection with the use of onsite septic systems. Owner assumes any and all risks associated with the ownership of an onsite septic system. Owner hereby releases and assumes entire responsibility and liability for any claim or actions based on or arising out of injuries to persons or damages to or destruction of property sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the performance of this contract by CTHC, its agents and employees. Owner agrees to indemnify, hold harmless, and defend, CTHC, its officers, agents, and employees. Owner agrees to indemnify, hold harmless, and defend, CTHC, its officers, agents, and employees, from any and all liability, damages, losses, claims, judgments, costs or expenses, including attorney's fees, which in any way arise from the operation of or the presence of the septic system on owner's property.

The Owner and CTHC agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by Texas law. If any portion of this agreement is found invalid, the balance of the agreement remains valid.

**OWNER RECOGNIZES THIS AGREEMENT MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES. OWNER HAS CAREFULLY READ THIS AGREEMENT AND AGREES TO ALL OF ITS TERMS.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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CTHC  
Joseph Jamieson or JK Parker  
MP0001958

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Owner