

## **SEWER SIMPLEX GRINDER PUMP INSTALLATION AND MAINTENANCE AGREEMENT**

This Agreement entered into by and between Florida Community Services Corporation of Walton County d/b/a Regional Utilities, (herein "Provider") and \_\_\_\_\_ (herein "Owner"), each in consideration of the terms contained herein and in further consideration of ten dollars (\$10.00) both of whom hereby acknowledge, do agree as follows:

1. The Provider agrees to make a grinder pump available to Owner pursuant to the terms and conditions stated herein. Simultaneously with the execution of this agreement, the Owner shall pay the installation costs, as well as Walton County Public Record recording fees of \$52.50. This amount shall be due and payable upon the execution of this agreement.
2. This agreement shall be binding upon the heirs, successors, assigns, tenants and renters of the parties hereto and the Owner agrees that this agreement shall be disclosed to any prospective purchaser and/or successor in interest to the Owner.
3. The Owner represents that the property description and parcel number provided herein coincides with the property where grinder is installed. The property which is subject of this installation agreement is identified in Exhibit "A" attached hereto.
4. Provider will furnish and install the sewage grinder pump required to connect to the force main. Any hand digging required for installation will be charged an extra \$50.00 per hour based upon the use of a two man crew.
5. Provider will connect the grinder pump, at the Owner's request, within three feet of the premise's discharge line.
6. Provider will cover the parts and labor for maintenance of the grinder pump from the time of installation at a monthly cost of \$7.53 X (number of ERC's) per month.
7. Provider will clean and service the grinder pump annually. All additional cleaning for removing grease buildup or other foreign objects will be charged to the Owner. In the event of such buildup, Provider agrees to remove same and there will be a separate additional charge for such service billed on the next statement.
8. The parties understand and agree that Provider shall not be responsible for the repair and replacement of any landscaping, driveways, fencing or sidewalks damaged or removed during the installation of service, and all such costs shall be the responsibility of the Owner.
9. In furtherance of the prevision, the Owner grants Provider a right-of-entry for the purpose of providing the service identified herein.
10. The Owner, at the Owner's expense, must supply 120/240 volt, 30amp, 4 wire gauge, electrical service with a disconnect at the grinder pump location. The Owner must have this completed before Provider will install the grinder pump.

Customer Initials \_\_\_\_\_

11. The Owner will provide, at the Owner's expense, the electricity to operate the grinder pump.
12. Provider shall not be responsible for emergency power due to power outages or for any damages to Owner caused as a result of power outages or other events beyond the control of Provider.
13. Barring any unforeseen or uncontrollable delay, Provider agrees to perform the installation herein within approximately one hundred and twenty (120) days of notification by Owner and approval of disconnect and site by Provider.
14. The Owner shall not construct any type of structure (i.e. bushes, shrubs, flower beds, trees, sheds, fences, etc...) which would hamper or prevent the Provider's ability to access its grinder pump or grinder pump control panel, for routine or emergency maintenance.
15. Disconnection hereunder shall result in discontinuance of water services to the premises.
16. The Owner MUST NOT introduce any foreign objects into the wastewater collection system through the sinks, drains, toilets or otherwise, including but not limited to cloth, cleaning sponges or wipes, needles, glass, metal, plastics such as toys or utensils, sanitary napkins/wipes or tampons, seafood shells, fish scales, diapers, rags, or clothing of any kind. In addition, explosives, flammable material, oil or grease, strong chemicals to include household chemicals, or gasoline must never be introduced into the wastewater collection system. The Owner will be responsible for the immediate payment of all costs incurred by Provider (which will be charged on the monthly bill) for the repair or replacement of the grinder pump caused by the introduction of any and all foreign objects into the wastewater collection system. Failure of Owner to timely pay the above described costs will result in the discontinuance of water and sewer service to the property subject to this agreement.
17. In the event of sewage line stoppage, the Owner must first determine that the stoppage doesn't exist in the Owner's portion of the line. Upon determination the stoppage exists in Provider's portion of the line, the Owner should contact Provider's service response number to report the problem.
18. Storm and/or surface water must not be drained into wastewater collection systems. If the grinder pump fails due to misuse or abuse, the Owner will be liable for any damages including the cost of materials, labor and equipment. Should Provider determine the gravity line from the house to its grinder pump station requires replacement or repair due to infiltration of ground water or inflow from rainwater, the Owner will be responsible to replace or repair it, and must do so promptly, at the Owner's expense.

Customer Initials\_\_\_\_\_

19. The finished floor elevation of Owner's home or structure must be a minimum of one foot above the crown of the road. This is to minimize the possibility of sewage backup into Owner's home or structure. It is Owner's responsibility to ensure that the finished floor elevation meets these criteria. If Owner does not meet these criteria, Provider will not accept responsibility for any costs associated with any damages that could be caused by sewage backup.
20. In no event shall Provider be liable for any damages, incidental or consequential damages as a result of the installation, operation, and/or maintenance of the wastewater collection system.
21. The Owner understands and agrees that the current rates, charges, and billing cycles as of the date of this agreement are subject to change up or down on March 1<sup>st</sup> of each year based on the Consumer Price Index as published by the Public Service Commission, and agrees to be bound by the terms of any such rate change. The Owner also agrees that rate increases or decreases are subject to change as determined by Provider.
22. Wastewater will not be accepted by Provider until the terms of this contract are met; the Owner signs this document, and returns the original to Provider's office where it will be maintained.
23. Owner agrees to indemnify and hold harmless Provider from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Provider may become subject by reason of, or arising out of, this agreement.
24. The parties hereto agree that for any litigation resulting from default or other breach of this agreement venue shall lie in Walton County, Florida. In the event either party hereto shall commence any civil action against the other to enforce or terminate this Agreement, the prevailing party in such civil action shall be entitled to recover from the other party, in addition to any other relief to which such prevailing party may be entitled, all costs, expenses and reasonable attorney's fees, direct and on appeal, incurred in connection with such litigation and the default by the non-prevailing party.

Customer Initials \_\_\_\_\_

I have read, understand and agree to the terms and conditions of this agreement.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parcel ID#

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Property Location

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Florida Community Services Corp. of Walton County d/b/a  
Regional Utilities

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by  
\_\_\_\_\_, who is personally known to me.

\_\_\_\_\_  
Notary Public