

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 "Regional") and \_\_\_\_\_ (herein "Owner"), each in consideration of the terms contained herein and in the further consideration of ten dollars (\$10.00), both of whom hereby acknowledge, do agree as follows:

1. Regional 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 \$\_\_\_\_\_. 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 or successor in interest to the Owner and tenants and renters of the Owner.
3. The Owner represents that the property description and parcel number provided herein coincides with the property where grinder is installed.
4. Regional 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. Regional will connect the pump within three feet of the premise's discharge line. Any additional line required for connection will be charged to the Owner at a rate of \$6.10 per foot.
6. In addition to the foregoing connection fees, should the Owner's premises be located more than 150 feet from the main trunk line, an additional fee of \$3.66 per foot shall be charged to the owner.
7. Regional will clean and service the lift station annually. All additional cleaning for removing grease buildup or other foreign objects will be charged to the Owner. In the event of such buildup, Regional agrees to remove same and there will be a separate additional charge for such service billed on the next statement.
8. Regional 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 Regional.
9. Regional will provide maintenance from the time of installation which will cover the parts and labor for maintenance of the pump at a monthly cost of 7.53 X ( number of erc's) per month.
10. The Owner understands and agrees that the current rates, charges, and billing cycles detailed herein are as of the

Owner initials \_\_\_\_\_

date of this agreement and 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 Regional.

11. The parties understand and agree that Regional shall not be responsible for the repair or 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.

12. In furtherance of this provision, the Owner grants to Regional a right-of-entry for the purpose of providing the service identified herein.

13. The Owner must supply 120/240 volt, 30 amp, 4 wire, 10 gauge, electrical service with a disconnect at the grinder station control panel. The Owner must have this completed before Regional is ready for startup of the grinder pump station, at the Owner's expense (see attached diagram).

14. The Owner will provide, at the Owner's expense, the electricity to operate the grinder pump station.

15. Barring any unforeseen or uncontrollable delay, Regional agrees to perform the installation herein within approximately one hundred and twenty (120) days from the date the electrical disconnect has been installed and Regional has been notified and verifies such installation, and the site is clear of obstacles and available for installation of a grinder pump.

16. The property which is the subject of this installation agreement is identified in Exhibit "A" attached hereto.

17. Disconnection hereunder shall result in discontinuance of company water services to the premises if furnished by Regional.

18. Should Regional 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.

19. 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 Regional's portion of the line, the Owner should contact Regional's service response number to report the problem.

20. 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

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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 Regional (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 water 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.

21. If the grinder pump fails due to misuse or abuse, then the Owner will be liable for any damages including the cost of materials, labor and equipment caused by such misuse or abuse caused by any person whatsoever.

22. Storm and/or surface water must not be drained into wastewater collection systems. The Owner shall not construct any type of structure (i.e. bushes, shrubs, flower beds, trees, sheds, fences, etc.) which would hamper or prevent Regional's ability to access it's grinder pump or grinder pump control panel, for routine or emergency maintenance.

23. In no event shall Regional be liable for any damages, incidental or consequential damages as a result of the installation, operation, and/or maintenance of the wastewater collection system.

24. 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 a 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, Regional will not accept responsibility for any costs associated with any damages that could be caused by sewage backup.

25. Wastewater will not be accepted by Regional until the terms of this contract are met; the Owner signs this document, and returns the original to Regional's office where it will be maintained.

26. 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.

Owner initials \_\_\_\_\_

27. Owner agrees to indemnify and hold harmless Regional from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Regional may become subject by reason of, or arising out of, this agreement.

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

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

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

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

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

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

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

Seal

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

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

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

\_\_\_\_\_  
Witness

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

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

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

Seal

\_\_\_\_\_  
Notary Public  
Printed name\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**