

## DEFINITIONS

A. The term "CONTRACTOR" herein refers to Aaron Septic and its associates.

B. The term "CUSTOMER" herein refers to the person/agent whom the CONTRACTOR is rendering its Services.

## 2. SITE CONDITIONS

A. If CONTRACTOR must obtain access to other properties in the course of work, CUSTOMER shall secure permission for such and hold harmless and indemnify CONTRACTOR and its employees and agents against all actions and consequences arising or relating to the use of said properties, including but not limited to damage done in the normal course of work, excluding negligence, and for securing said property and its contents during and after work.

B. CUSTOMER shall secure, remove and protect all property, and its contents, including but not limited to adults, children, animals, cabinets, fixtures, flooring, walls, tiling, carpets, drapes, furniture, and vegetation during and upon completion of work and shall hold harmless and indemnify CONTRACTOR, its employees and agents against all claims arising out of CUSTOMER'S failure to do so.

C. The CONTRACTOR is not responsible for expenses incurred to gain access, or the expense of repair of damage necessary in order to gain access such as, but not limited to landscaping, sheetrock, flooring, carpet, ceramic tile, bath or shower enclosures and paving and damage to finished areas such as paint, wallpaper and cosmetic damage resulting from any repair.

## 3. LIMITED WARRANTY

A. CONTRACTOR warrants its materials and workmanship to be free from defects for one year after performance unless otherwise specified in writing. This warranty does not cover faults caused by misuse; negligence; or damage caused by acts of God including, but not limited to earthquake. There is no warranty on drain cleaning or refrigerant leaks. In the event that a manufacturer offers a warranty, said warranty shall negate and supersede CONTRACTOR'S warranty. This warranty is the only warranty by CONTRACTOR to CUSTOMER, and is in lieu of all other warranties, expressed or implied.

B. CUSTOMER shall telephone CONTRACTOR within twenty four hours (24) of discovery of any warranty claim. CONTRACTOR will respond with reasonable promptness between the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.

C. CONTRACTOR shall not be liable for water or other damage relating from any defect or delay in responding to said warranty. CUSTOMER must take reasonable steps to mitigate damages.

D. CONTRACTOR shall not be liable for lost profits, incidentals, special, exemplary, indirect or consequential damages resulting from any work performed, or any problem, whether or not covered by this limited warranty.

## 4. UNFORESEEN CONDITIONS

A. If conditions and/or circumstances are encountered at the job site which are (1) concealed physical conditions, or unknown physical conditions of an unusual nature, which differ materially from that which is visually ascertained, CUSTOMER agrees to accept responsibility for such conditions and those circumstances outside the control of CONTRACTOR and further agrees to pay for any labor or materials, including repair to damaged equipment of CONTRACTOR and other plumbing caused by such conditions and/or circumstances.

B. It is the intent of this provision to make CUSTOMER responsible for all (1) unforeseen and concealed conditions; and (2) for that which CONTRACTOR cannot control. Accordingly, CUSTOMER further agrees to hold CONTRACTOR harmless and shall indemnify and defend CONTRACTOR and all its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, consequential damages, arising out of or as a result from the performance of CONTRACTORS work involving, affecting, or relating to such unforeseen or concealed conditions regardless of whether such damages are caused in part by CONTRACTOR.

C. Asbestos or other Hazardous Materials Remediation Work — CONTRACTOR has no information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the CUSTOMER's property and has not conducted any investigation in connection herewith. CONTRACTOR does not perform asbestos or other hazardous materials or substance removal and CONTRACTOR shall have no responsibility whatsoever and CUSTOMER expressly releases CONTRACTOR from any liability whatsoever and for any claims arising out of its presence, release, remediation or removal and for any costs, losses or damages CUSTOMER may suffer or sustain if it is found to exist on the CUSTOMER's property. In the event asbestos or other hazardous materials or substances are found to exist on the CUSTOMER's property or if, in order to obtain a building permit for the work to be performed by CONTRACTOR as set forth herein, any remediation action or work, including investigation is required to be performed on the CUSTOMER's property concerning asbestos or other hazardous materials or substances, all work by CONTRACTOR will cease until such time as CUSTOMER has, at CUSTOMER's sole expense, caused said asbestos or other hazardous materials or substances to be removed in compliance with all applicable laws relating thereto.

D. Mold or Mold Spores - CONTRACTOR recommends that you hire a professional water damage restoration company to clean and treat an area that has water damage or as a result of work performed CONTRACTOR is not responsible for any damage or ill health caused by mold. CUSTOMER agrees to waive all claims against CONTRACTOR that may be related to such work.

E. If for any reason, a maintenance visit is not performed either because of the CONTRACTOR or because of the maintenance agreement CUSTOMER, the monetary value does not exceed the cost of the maintenance agreement.

#### 5. SOLUTION NOT PERFORMED

If suggested options are not chosen by the CUSTOMER and a failure is experienced, the CONTRACTOR is held harmless.

#### 6. STOPPAGES

A. CONTRACTOR will not clean any drainline or sewer lines through a roof vent.

B. Any drain cleaning cable which becomes stuck in the line is the responsibility of the CUSTOMER for removal and/or additional repairs.

C. If a sewage spill including one deemed hazardous material, the cost of clean up is the responsibility of the CUSTOMER.

#### 7. LICENSE, PERMITS, FEES

A. CUSTOMER shall furnish and pay for, at their own expense all taxes, permits, and license fees required to legally perform the repair work in accordance with this Agreement.

B. Access to the property for an agent of the administrative authority must be provided within a reasonable time. Should reasonable access not be provided, it may result in additional charges to the CUSTOMER.

C. If at any time the administrative authority asks for additional work not related to our original contract, that work is the responsibility of the CUSTOMER. CONTRACTOR will provide an additional FLAT RATE for that work.

D. All notices related to work performed by the CONTRACTOR which are sent to the property owner must be forwarded to the CONTRACTOR and a reasonable amount of time allowed for the process.

#### 8. PAYMENT

A. All work is done on a fixed FLAT RATE. The price includes Materials, Tax and Labor. NO BREAKDOWN WILL BE PROVIDED!

B. Payment for the work described herein this Agreement shall be immediately due upon completion of the work. Unless otherwise specified in writing.

C. No deduction shall be made from payments due CONTRACTOR on account of penalty, liquidated damages, back charges for alleged defective work, or other sums withheld from payments to other CONTRACTOR's or on account of the cost of changes or defects in the work. Furthermore, CUSTOMER agrees and recognizes that payment for services rendered by CONTRACTOR when due is an express condition precedent to CONTRACTOR continuing work as herein described in the Agreement. CUSTOMER recognizes that the failure to pay for services when due shall entitle CONTRACTOR to terminate work immediately. In the event that CONTRACTOR terminates work for non-payment as herein described, CONTRACTOR shall be entitled to all of its reasonable expenses including, but not limited to cost of labor, materials, a reasonable allowance for overhead and profit, and all other compensation as allowed by law. All warranties will be void.

#### 9. RIGHT TO TERMINATE IN EVENT OF DISPUTE

In the event of a dispute between CONTRACTOR and CUSTOMER, CONTRACTOR and CUSTOMER agree that the CONTRACTOR may immediately terminate the work described herein. In the event of such termination, CONTRACTOR shall be entitled to payment for all services rendered including cost of all labor, materials, reasonable profit and overhead. In the event of cancellation by CUSTOMER after contract has been signed, CONTRACTOR is entitled to a minimum fee of 10% or \$1000 whichever is less. In the event of cancellation by CUSTOMER after work has commenced, CONTRACTOR is entitled to 10% or payment for work performed, whichever is more.

#### 10. NOTICE OF DEFECTIVE WORK

Upon completion of the work, CUSTOMER agrees to exercise due diligence in inspecting the work for defective workmanship and materials. CUSTOMER agrees to notify CONTRACTOR within forty eight (48) hours of completion of the work described hereunder of all defective work, if any. CUSTOMER agrees that upon discovery of any allegedly defective work, CUSTOMER shall immediately call CONTRACTOR who shall have the first opportunity to repair the alleged defective work. The failure to allow CONTRACTOR the first opportunity to repair the alleged defective work shall void all warranties, express and implied hereunder. CUSTOMER agrees and recognizes that they shall not withhold any payments for allegedly defective work.

CONTRACTOR is not responsible for reimbursement for work performed by any other company or individual.

#### 11. SERVICES NOT COVERED

CONTRACTOR will not perform any other work or trade than that which is specified herein, including but not limited to carpentry, plaster/wall work, tile work, landscaping, masonry, flooring, roofing, paving, etc., unless specified in writing. Unless otherwise stated, paint, plaster, stucco, and landscaping is not included in the up front price and is the responsibility of CUSTOMER.

#### 12. SCOPE OF AGREEMENT

This agreement represents the entire and integrated agreement between CUSTOMER and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either oral or written. This agreement may be amended only by written instrument offered by CONTRACTOR and accepted by CUSTOMER.

13. NOTICE OF ARBITRATION ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF MAY, AT THE ELECTION OF THE CONTRACTOR, BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SEND ALL CORRESPONDENCE TO:

AARON SEPTIC 4255 Brogdon Exchange • Suwanee, GA 30024