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Skagit County Auditor
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THOMAS, INC.
8000 PARKER RD.
SEDRO-WOOLLEY, WA 98284
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MAINTENANCE AGREEMENT DOCUMENT # _____

GRANTOR: THOMAS, INC.

GRANTEE Brian Waite ADDITIONAL NAMES ON PAGE _____

Clean Lake, B115 ABBREVIATED LEGAL DESCRIPTION: Lot #1 0000
ASSESSOR'S PROPERTY TAX PARCEL NUMBER 110376 ACCOUNT# 4138-015-001

SYSTEM I.D. # _____ SYSTEM PHONE# _____

DESIGNER Linda Benjamin ADDRESS 307 E. Division Mt. Vernon

INSTALLER _____ ADDRESS _____

DATE OF INSTALLATION _____ (2 yr coverage begins)

SERVICE CONTRACTOR _____ ADDRESS: _____

This contract documents the agreement between property owner and service provider for maintenance and inspection of the TRD plan installed at: ADDRESS: Corner of Buchanan & Maple

This contract documents the agreement between the property owner and the service provider for the maintenance and inspection of the TRD-1000 plant. This document shall be properly recorded with the title for the real property, subsequent to system installation.

This contract is in effect upon installation of the plant, and shall be renewed annually, until the system is decommissioned by the property owner or service provider.

The service provider will annually inspect the plant to ensure proper operation. This inspection will consist of a visual inspection of the plant internals, observance of the plant effluent for odor, color, and turbidity, and recording the results.

Also, inspection of the septic tank for sludge and scum accumulation and documenting the results. Documentation detailing the inspection results will be provided to the property owner.

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1. The property owner will notify the service provider in the event of any alarms or other abnormal conditions relevant to the TRD and operate the system in accordance with the guidelines set down by the State of Washington or () and local D.O.H.
2. Any effluent samples required by local D.O.H. jurisdiction and costs thereof are the direct responsibility of the property owner. Pumping costs are the direct responsibility of the property owners.
3. All residential TRD 1000 systems installed will be serviced at the rate of \$20.00 per month. Billed annually on July 1 of each year for a total of \$240.00. The first bill will be due two years after the date of installation, and will be prorated from said date to July 1. Thereafter, billing will be annually and due July 1 of each year. It must be noted that this \$20.00 per month or \$240.00 per year is subject to change, to keep pace with the cost of materials, labor and change in state and local D.O.H. or other permitting agency requirements. Commercial properties will be monitored and semi-annually serviced at a cost to be determined at the time of site evaluation.
4. Your state Health Department may require additional separate equipment to function in conjunction with equipment manufactured by Thomas, Inc. Thomas, Inc. is not responsible for servicing, Mechanical, or electrical safety of such equipment that is not manufactured or supplied with the aerobic treatment unit by Thomas, Inc. Particular care should be used in evaluating the electrical or mechanical safety of equipment manufactured by separate manufacturers. This may include, but not be limited to electrical control panels or pumps.
5. At the option of Thomas, Inc. the sole and exclusive liability of this company shall be a refund of the service contract purchase price for the year. In no event shall Thomas, Inc. be liable for any direct or indirect, incidental, consequential or special damages whatsoever arising out of this agreement by a prevailing party in any arbitration, action or appeal. Court awarded decisions will be assigned by the County of Skagit, in Washington State. This agreement will be governed by and construed under the laws of the State of Washington.
6. The owner of the residence or facility served by the A.T.U. is responsible for assuring the proper operation and providing timely maintenance of the A.T.U. and all other components of the on-site Wastewater Treatment and Disposal System. Your state may have other recommendations and/or requirements, other than those listed above. These must be addressed by your designer.

NAME OF BUYER Brian D. Waite
SIGNATURE OF BUYER Brian D. Waite
SIGNATURE OF NOTARY Sharon Prouty-Hall EXP 3-1-05
PUBLIC NOTARY
STATE OF WASHINGTON
MARCH 1, 2005

SHARON L. PROUTY-HALL



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