

Thomas, Inc.
8000 Parker Rd.
Sedro Woolley, WA 98284
360-856-0550


200302140254
Skagit County Auditor
2/14/2003 Page 1 of 2 3:19PM

Page 1 of 2

RECORDED DOCUMENT # _____

GRANTOR: **THOMAS, INC.**

GRANTEE: PHIL HOLBOY ADDITIONAL NAMES ON PAGE _____

ABBREVIATED LEGAL DESCRIPTION

TAX BAT NE CLT 3 SEC 5 TH S 61RDS W 21 RDS N 61RDS TH E TPB

MAINTENANCE AGREEMENT

ASSESSOR'S PROPERTY TAX PARCEL:

NUMBER: P21115 ACCOUNT # 340305-0-010-0000

DESIGNER: Gary R. Smith
Septic Design Services, Inc.

ADDRESS: P.O. Box 351 Anacortes, WA 98221

The purpose for this contract is to insure the continued service and operation of the TRD 1000 Wastewater System installed at: ADDRESS: 13464 Bayview Rd. Mt. Vernon, WA 98273

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 in effect until the system is decommissioned by the property owner or service provider. The service provider or property owner has the right to transfer this contract to another service provider as long as the new service provider has been certified to service the system.

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.

THOMAS, Inc.
8000 PARKER RD.
SEDRO WOOLLEY, WA 98284
360-856-0550



Page 2 of 2

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 and the Skagit County Dept. of Health.
2. Any effluent samples required by the State of County and costs thereof are the direct responsibility of the property owner. Pumping costs are the direct responsibility of the owner.
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 State and County Dept. of Health or other regulatory agency requirements. Commercial properties will be monitored and semi-annually serviced at a cost to be determined at the time of site evaluation.
4. State or County Health Departments may require additional separate equipment to function in conjunction with equipment manufactured by Thomas, Inc. Thomas, Inc. is not responsible for servicing of, mechanical reliability of, or safety of such equipment not manufactured or supplied 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 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 Court of Skagit County, 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 septic designer.

NAME OF BUYER

SIGNATURE OF BUYER

SIGNATURE OF NOTARY

EXP. Sep. 9, 2005



200302140254
Skagit County Auditor