



22039 Lutheran Church Road
Tomball, TX 77377
281-516-9530

Hybrid Lifetime Warranty Policy

This Hybrid Lifetime Warranty Policy ("**Contract**") is made and entered into effective as of _____, 2020, the ("**Effective Date**") between **TER Septic, Site and Utilities LLC**, a Texas limited liability company, having offices located at 22039 Lutheran Church Rd., Tomball, TX 77377 ("**Service Provider**"), and _____ ("**Owner**") who is the property owner & located at, _____ ("**Owner's Address**"). Service Provider and Owner are collectively referred to as the "**Parties**" and individually as a "**Party**".

For and in consideration of the mutual benefits to be derived, Service Provider agrees to provide the Owner a Hybrid Lifetime Warranty Policy ("**Contract**") on the existing septic system located at _____ ("**Property Address**").

This Contract shall be in effect for a period of two (2) years from the Effective Date and shall automatically renew each year on the anniversary of the Effective Date for a period of twenty four (24) months unless either party provides notice to the other of its intent to terminate this Contract no less than sixty (60) days before the end of the current Agreement.

The cost of this policy under this Contract shall be \$89.99 per month. The Customer authorizes the Company to auto draft \$89.99 per month from a valid credit card or bank account provided by the Customer.

***THE CUSTOMER'S EXISTING SEPTIC SYSTEM MUST PASS AN INSPECTION OF ALL COMPONENTS COVERED BY THE WARRANTY PRIOR TO EXECUTION OF THIS AGREEMENT.**

Septic System Warranty

1. This Contract includes everything listed on the Company's standard Maintenance Agreement (attached).
2. This Contract shall specifically cover free part replacements and maintenance on the following:
 - a. Electrical panel and wiring
 - b. System pumping (as needed)
 - c. Spray heads
 - d. Pump replacement
 - e. Weed eating around system (as needed)
 - f. Spraying for insects around system (as needed)
 - g. Disinfection
 - h. Aerator/compressor replacement
 - i. Air filters & chlorine level maintenance
 - j. Drip filters & drip field backwashing
 - k. Clogged sewer lines & jetting
 - l. Diffuser and aeration delivery system
 - m. Chlorine level maintenance
 - n. Reporting & testing

This Agreement covers all parts of your septic system that require normal maintenance or replacement; however, it does not cover full system replacement, permitting, or modification of the system.

3. Customer agrees to reimburse the Company for all repairs performed on the septic system if Customer cancels this Agreement or fails to maintain the monthly auto drafts in a timely manner prior to the end of the term of this Agreement.

Warranty Exclusions and Inclusions

1. Notwithstanding the above, the Company's obligations with respect to such warranties shall be contingent on the Customer's use and care of the septic system. Customer agrees to abide by standard recommended care of the septic system and making sure no heavy equipment moves over the existing equipment this includes but is not limited to automobiles, trucks, or tractors. The Company shall have no warranty obligation where any system failure occurs as a result of misuse, neglect, accident, abuse, misapplication, unauthorized modification, extreme power surge or extreme electromagnetic field or other Acts of God. Educational Operation and Care Information is available upon request.
2. If the system becomes defective and a valid claim is received by the Company during the Warranty Period, the Company agrees to respond within 48 hours. The Company will repair the defective equipment and supply replacement parts for the system at no charge. All repairs shall be made by the Company. We reserve the right to install rebuilt and overhauled equipment in place of new equipment unless system is in the initial 2-year warranty period from date of installation.
3. ***This Agreement shall be deemed null and void if the Customer allows anyone other than the Company to work on the septic system during the Warranty Period.***
4. This agreement is specifically for residential systems up to 800 Gallons Per Day only.
5. This Agreement ***DOES NOT COVER*** grease traps over 500 gallons.
6. **COMMERCIAL SYSTEMS NOT COVERED UNDER THIS AGREEMENT.**

The undersigned Owner acknowledges and agrees that the information above is correct and complete. The Owner also agrees to pay all charges under this agreement in a timely manner. Failure to pay all amounts due Service Provider may result in the filing of a lien against the title of property on which work has been performed. Early Termination Fee of \$150.00 or outstanding balance of repairs during contract, whichever is greater.

TER Septic, Site and Utilities LLC

Owner

Signature

Signature

Printed name

Printed name