

<b>TER Septic Site &amp; Utilities LLC</b>	<b>FOR OFFICE USE ONLY</b>
	<input type="checkbox"/> Site Work <input type="checkbox"/> Septic System <input type="checkbox"/> Maintenance <input type="checkbox"/> Repair

**1. APPLICANT (BUSINESS NAME OR NAME OF INDIVIDUAL IF SOLE PROPRIETOR)**

Name:		Phone:	
Street Address:		Cell:	
City:	State:	Zip:	Fax:
Email:			

**2. OWNERS/PRINCIPALS/OFFICERS**

Title	Name		Social Security #	Birth date	Phone

**3. BILLING INFORMATION**

All invoices and statements will be sent to the following email unless otherwise requested:		Job names required? <input type="checkbox"/> Yes	
Email address (required):		<input type="checkbox"/> No	
Sales Tax Exemption #:		PO required? <input type="checkbox"/> Yes	
		<input type="checkbox"/> No	
PLEASE ATTACH EXEMPT CERT		Are you a small business? <input type="checkbox"/> Yes	
		<input type="checkbox"/> No	
Other billing instructions:		Federal Tax ID#:	

**4. ABOUT YOUR COMPANY / INDIVIDUAL FINANCES**

<input type="checkbox"/> Individual <input type="checkbox"/> Development <input type="checkbox"/> Real Estate			Type of Entity:	
<input type="checkbox"/> Single Family <input type="checkbox"/> Investment <input type="checkbox"/> Builder			<input type="checkbox"/> Corp <input type="checkbox"/> LLC	
<input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial              Other:			<input type="checkbox"/> Partner <input type="checkbox"/> Sole Prop	
Date business started:	Number of Employees:		State of Incorporation	

<b>5. BANKING INFORMATION</b>		
Institution Name:	Institution Name:	Institution Name:
Checking Account #:	Checking Account #:	Savings Account #
Address:	Address:	Address:
Contact Person:	Contact Person:	Contact Person:
Phone:	Phone:	Phone:

<b>6. REFERENCES:</b>		
Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:

We declare that the above information is true, correct and complete and is given to induce the Company to extend credit. We authorize the Company to make such credit investigation as the Company sees fit, including contacting the above trade references and banks and credit reporting agencies to disclose to the Company any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated below and agree to all of those terms and conditions.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

# TER SEPTIC SITE AND UTILITIES, LLC.

## TERMS AND CONDITIONS

### 1. ENTIRE AGREEMENT:

- These Terms and Conditions establish the rights, obligations, and remedies of TER Septic Site and Utilities, LLC. ("Contractor") and Customer, form the entire agreement between Contractor and Customer, and apply to all transactions between Contractor and Customer unless otherwise specifically agreed to in writing by both parties. All prior oral or written agreements, including but not limited to terms in Customer's purchase/work order, which are different from or in addition to these Terms and Conditions are not binding on Contractor unless accepted in writing by Contractor's duly authorized representative.

### 2. CONSTRUCTION:

- All work orders will be completed at pre-determined work site. Risk of loss will transfer to Customer upon delivery of material to work site and/or tender of goods and completed work site to Customer, Customer's representative or common carrier. The cost of any special placement, packaging or handling caused by Customer's requirements or requests will be added to the amount of Customer's work order. If Customer causes or requests a delay of construction or installation, or if Contractor ships or delivers material erroneously as a result of inaccurate, incomplete, or misleading information supplied by Customer or Customer's agents or employees, all storage and other additional costs and risk will be borne by Customer.

### 3. PRICE:

- All prices are subject to change unless otherwise noted on Contractor's estimate. Customer will be invoiced at prices in effect at the time of construction. All taxes, transportation costs, duties and other charges are in addition to quoted prices. The amount of any sales, excise or other taxes, if any, applicable to the goods shall be added to the invoiced price and shall be paid by Customer unless Customer provides Contractor with a valid tax exemption certificate.

### 4. CANCELLATION:

- Customer may not cancel, change or modify an accepted work order without the written consent of Contractor and payment by Customer of all applicable cancellation or re-stocking fees.

### 5. PAYMENT:

- Customer shall pay balance due net 5 days from date of Contractor's invoice. In the event of a late payment, Contractor is entitled to treat Customer's entire account(s) as immediately due and payable without notice or demand. All past due amounts will be subject to a service charge accruing at a rate of up to 1.5% per month. Customer shall not be allowed to retain, or holdback payment and Customer's payment obligations are not contingent on any event other than Contractor's performance. Customer's receipt of payment or funds from any third party shall in no way relieve Customer's obligations to pay Contractor. Customer's credit application to Contractor is hereby incorporated by reference. Customer is not entitled to set-off any amounts due to Contractor by any amount due by Contractor to Customer in connection with any transaction governed by these Terms and Conditions. In the event of non-payment of invoice, Customer consents to Contractor filing a mechanic's lien on the property on which work has been performed. Release of lien will be filed upon Customer's payment of past due balance plus any and all collection fees.

### 6. CREDIT

It is understood and agreed that Customer specifically consents to Contractor investigating Customer's credit history and the information provided on this application for the purpose of extending short term credit. If credit is extended to Customer, the Customer acknowledges that Contractor's credit terms are payment in full net ten (10) days from the date of the invoice.

### 7. INSPECTION AND ACCEPTANCE:

- Customer shall examine all work upon completion of construction and/or installation. All claims for damage, shortage, and errors in workmanship must be made to Contractor in writing within two (2) business days of work being completed, after which date Customer will be deemed to have accepted the work and will have no right to reject the construction/installation or to revoke acceptance. Customer must make any claims for billing errors or adjustments to Contractor in writing within five (5) days from the invoice date. Claims not received in writing within such period of time will be waived by Customer.

#### 8. WARRANTIES AND LIMITATION OF LIABILITIES:

- Contractor warrants construction workmanship for a period of 30 days and septic system installation for a period of two (2) years.
- Services: Contractor warrants that all Services provided by Contractor shall be performed in a professional and workmanlike manner with qualified personnel.
- Warranty Exclusions: These warranties shall be void if there has been misuse, accident, modifications, unsuitable physical or operating environment, improper maintenance, storage or installation of the goods. CONTRACTOR DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR USE OR A PARTICULAR PURPOSE EVEN IF KNOWN BY CONTRACTOR. CONTRACTOR MAKES NO REPRESENTATION, WARRANTY, OR PROMISE THAT THE PRODUCTS OR SERVICES WILL CONFORM TO ANY APPLICABLE LAWS, ORDINANCES, REGULATIONS, CODES OR STANDARDS, INCLUDING BUT NOT LIMITED TO LOW LEAD OR LEAD FREE LAWS OR REGULATIONS, EXCEPT AS SPECIFIED AND AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR. EXCEPT IN THE EVENT OF DAMAGE CAUSED BY CONTRACTOR'S NEGLIGENCE, UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES CLAIMED BY CUSTOMER OR ANY THIRD PARTY RELATED TO A BREACH OF WARRANTY OR ANY OTHER NON-CONFORMITY OF THE GOODS OR SERVICES.

#### 9. INDEMNIFICATION:

- Each party ("Indemnitor") shall indemnify and hold harmless the other party and its employees, officers, directors, and agents (each an "Indemnitee") from any suit, cause of action, judgment or claim ("Claim") for damages to property or bodily injury, loss of life, infringement, liability of any nature, costs, or expenses, including reasonable attorney fees ("Damages") to the extent caused directly by the negligent act or omission or intentional misconduct of the Indemnitor. Indemnification shall not apply to Damages proximately caused by the negligence of the Indemnitee.

#### 10. INSURANCE:

- Contractor shall maintain all insurance as required by law and shall not allow such coverage to lapse. Contractor agrees to maintain Worker's Compensation coverage as required by applicable state law, \$1 million per occurrence and \$2 million aggregate in commercial general liability. All such coverage can be met through a standard, umbrella, or any combination of policies thereof. Upon request of Customer, insurance coverage and these limits shall be evidenced by a Certificate of Insurance naming Customer as an "Additional Insured", on a primary and non-contributory basis in support of the indemnity obligations under these Terms and Conditions utilizing the equivalent of the CG2010 04/13 and the CG2037 04/13. Contractor is not bound to pay any premium or other fee to an OCIP or CCIP type insurance program. Unless expressly provided in Contractor's quotation to Customer, payment and performance bonds are not to be provided by Contractor.

#### 11. LIMITATION OF LIABILITY:

- Neither Party shall be liable to the other for special, incidental, consequential, punitive, statutory, or indirect damages, including but not limited to loss of profits, revenues, capital, business opportunity or downtime costs, arising out of the construction, installation and sale of goods to Customer. This limitation shall apply regardless if the claimed damages arise from breach of contract, breach of warranty, tort, strict liability or any other legal theory.

#### 12. SEVERABILITY:

- These Terms and Conditions will be construed as if prepared jointly by the parties hereto and any uncertainty or ambiguity will not be interpreted against any one party. If any provision contained in these Terms and Conditions is held to be unenforceable then such provision will be given effect in such reduced form as may be decided by a court of competent jurisdiction, provided that, if any provision should be declared unenforceable or invalid for any reason, such unenforceable or invalid provision will be severed from the remainder of these Terms and Conditions without affecting the enforceability or validity of the remaining provisions.

#### 13. NON-WAIVER:

- The failure of either Contractor or Customer to insist upon the strict performance of any of these Terms and Conditions will not be deemed to be a waiver of any of the right or remedies of Contractor or Customer, nor of its right to insist upon strict performance of such term or of any other term in the future. No waiver of any of these Terms and Conditions will be valid unless in writing signed by a duly authorized representative of the waiving party.

14. DISPUTE RESOLUTION:

- The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to these Terms and Conditions by negotiation between executives who have authority to settle the dispute. The executives must be at a higher level of management than the persons with direct responsibility for administration of these Terms and Conditions. If a dispute cannot be resolved by negotiation, then either party may bring a legal action in accordance with Section 17 of these Terms and Conditions.

15. GOVERNING LAW:

- All disputes related to or arising out of Customer's work order are governed by the laws of the jurisdiction of the State of Texas. Any legal action related to or arising out of Customer's work order shall be brought in the State of Texas or federal court in such jurisdiction and any right to object to such venue or to assert the inconvenience of such forum is waived. The United Nations Convention on Contracts for the International Sale of Goods, and any successor thereto, shall not apply.