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MPCA #L3310

Please see bottom of second page for instructions

ON-SITE WASTEWATER TREATMENT SYSTEM INSPECTION AGREEMENT

This agreement (the "Agreement") is made and entered on this date _____, by and between _____, of _____ ("Owner") and, a A1 Precision Pumping, Inc. Minnesota Corporation ("Inspector") for the following On-Site Wastewater Treatment System ("OWTS") located at _____ (the "property").

1. INSPECTOR SERVICES

- a. **Inspection.** The Inspector shall inspect the Customer's OWTS, which will be based on a visual inspection of the readily accessible areas of components of the OWTS. Components to be inspected include the following: (1) Buried Septic Tanks (tanks); (2) Drainfields; and (3) Soil Absorption Systems (the "Inspection"). The inspection begins only after the system is located.
- b. **Consultation with Inspector.** The Inspector shall inform Customer of any unique problems and recognized potential hazards of the OWTS that Inspector finds during the Inspection. If compromised or damaged conditions are found, the Inspector will consult with Customer to understand the problem and make recommendations for possible repair.
- c. **Issuance of Report.** Upon completion of Inspection, Inspector shall issue a Inspection Report on the OWTS, which contains the evaluation of the OWTS (the "Inspection Report"). The Inspection Report is based on a visual inspection of the OWTS and information provided by the Customer, and is based on the present condition of the OWTS.

2. CUSTOMER'S DUTIES AND RESPONSIBILITIES

- a. **Customer agrees to provide the following to Inspector:**
 - i. Access to the Property and OWTS to be inspected;
 - ii. A safe work environment; and
 - iii. Reasonable safety precautions to protect against personal injury, death, and property damage.
- b. **Notice of Defects.** The Customer shall provide prompt notice to the Inspector if he or she observes or otherwise becomes aware of any defect in the operation or any fault or default in the OWTS prior to Inspection. The Customer should ask owner of the Property about any prior repairs that have been made to the OWTS prior to the Inspection. Customer shall provide to Inspector any maintenance, service or inspection records in Customer's possession which reflect past services and repair on the OWTS.
- c. **Hazardous Materials or Conditions.** If Hazardous Conditions are encountered by Inspector during the course of Inspector's work, the discovery of such materials shall constitute an event beyond Inspector's control and Inspector shall have no obligation to further perform the service in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by a qualified independent testing agency, and Customer shall pay expenses as determined by Inspector. The Customer shall indemnify and hold Inspector harmless for any damages resulting from the exposure of Inspector and its workers to Hazardous conditions, including damages for bodily injury and/or Property damage, any consequential or indirect damages, and any attorneys' fees and expert costs incurred in connection with any such event, whether or not Customer pre-notifies Inspector of the existence of Hazardous Conditions.

3. COMPENSATION.

The Customer shall compensate the Inspector as follows:

- a. **Payment for Inspection of the OWTS.** Customer shall pay an Inspection fee in the amount of _____ (\$ _____) for inspection of the OWTS including the costs of pumping the OWTS ("inspection Fee").
- b. **Payment for Locating the OWTS.** In addition to the above fee, Customer agrees to pay Inspector the sum of _____ per hour/per man to locate any existing OWTS, if any, ("Location Fee"), if the Customer does not know the precise location of any existing OWTS, if any.
- c. **Nonpayment Remedies.** Failure by Customer to make payments to the Inspector in accordance with this Agreement shall be a default of this Agreement. Should Customer fail to make the required payments to Inspector upon seven (7) days notice of the default, Inspector shall have the right, in addition to all other remedies available at law and equity to terminate this Agreement. In the event of non-payment by the Customer, interest will accrue on any unpaid amounts at a rate of one and one half percent (1.5%) per month (or the highest amount allowed by law, whichever is less), and Customer shall be required to pay a \$50.00 administrative late fee, and all attorneys' fees, in effect to collect the debt. If Customer defaults in any manner under the terms of this Agreement, Inspector will have the right to (1) withhold services including issuance of the Inspect Report, (2) terminate this Agreement in accordance with this paragraph, (3) retain all deposits, fees and payments Customer has made, if any, (4) place liens upon Customer's Property for payment of any other amounts owed, and (5) foreclose any liens placed on the Property if the amounts due, including costs and interest, are not paid in full. The remedies contained in this provision may be used concurrently and are in addition to any other remedy which may be available to Inspector at law or equity.

This notice is given to advise you of your rights under Minnesota law in connection with the improvement to your property: ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLY LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

4. INSURANCE, INDEMNIFICATION, LIMITATION OF WARRANTIES AND MISCELLANEOUS

- a. **Inspector's Insurance.** Inspector shall maintain general liability insurance in a commercially reasonable amount. Customer warrants and represents to Inspector, and shall provide evidence of such to Inspector upon request, that Customer currently maintains and will maintain for the duration of this Inspect Agreement a policy of property insurance containing coverage for property damage and liability claims.
- b. **Waiver regarding injury and damages.** Customer waives all claims against Inspector, and agrees to indemnify, defend and hold harmless Inspector, for injuries or damages that Customer or any of Customer's family or invitees may suffer while on or around the Property during the Inspect.
- c. **Indemnity by Customer.** Customer acknowledges and agrees that Inspector is serving only to Inspect the OWTS. Customer agrees to indemnify and hold Inspector harmless with regard to any claims, costs, obligations or liabilities, which are incurred by Inspector with relation to performance of the Inspect by contractor or any subcontractors.
- d. **No Warranty.** Neither the Inspector nor the Inspection Report is a warranty expressed or implied, regarding the adequacy, performance, or condition of any structure, system or item. Customer acknowledges that conditions of any structure, system or item, is subject to change after Inspection has occurred. The Inspection and Inspection Report are not intended to reflect the value of the Property, or to make any representations as to the advisability or inadvisability of purchase or suitability of use. The Inspection and Inspection Report are only intended to express the opinion of the Inspector or its agent, based on a visible Inspection of accessible portions of structure, systems and items, or existing conditions, a visual Inspection of the readily accessible areas of the property/site, any existing components, if any, of any existing OWTS, soil borings/ soil backhoe pit, and information supplied by the Customer at the time of Inspection.
- e. **Governing Law and Choice of Venue.** This Agreement shall be governed by and construed in accordance with the law of the State of Minnesota, without regard to choice of law rules that may otherwise be applicable, and any action relating to this Agreement shall be venued in Houston County District Court.
- f. **Attorneys' Fees.** In connection with any dispute arising from or relating to this Agreement, including without limitation any suit, claim or action to enforce any term of this Agreement or to recover for the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs, expenses and attorneys' fees.

Additional terms of Agreement:

IN TESTIMONY WHEREOF, each of the parties has duly executed and delivered this Agreement as of the date first written above.

A1 Precision Pumping, Inc.

CUSTOMER

Signature: _____

Printed Name: _____

Signature: _____

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