

ALL-PRO SEPTIC

dba of Curtis J. Harris Enterprises, LLC

308 Katy Street Alba, TX 75410

Office: (903) 765-2903 Fax: (903) 765-2902 Cell: (903) 850-0268
Email: allprosepticalba@gmail.com Website: www.all-proseptic.com

DOCUMENT REQUIREMENTS FOR SEPTIC SYSTEMS

As you know, we will be providing you with a TURNKEY installation of your new SEPTIC SYSTEM. This means we will handle everything from start to finish. Including drawings, designs, permits, installation, and inspections.

In order for us to accomplish this, each county requires that we provide them with the attached forms filled out and signed by the actual owner of the property where the installation will occur. We are including sample(s) of the forms that apply to your specific installation requirements, to assist you in filling out the forms to your best ability. If there is ANYTHING on there that you can't fill in; don't worry. We will be happy to help with the completion. AND. Don't worry about the notary; as we have a notary here, and we will take care of that for you as well.

In addition to the attached forms, we ask that you provide us with a COPY OF YOUR WARRANTY DEED.

Each county requires that we submit ORIGINALS of the forms you will be filling out; so, we will need to work with you on the best way to get them from you. In person or by mail if you are not local.

Here are the steps we need for the installation process:

- 1) You will fill out the attached forms to the best of your abilities. IF you have ANY questions; please call us at 903-765-2903 so we can help you fill them out.
- 2) You must also provide a copy of the WARRANTY DEED for the property where the system will be installed.
- 3) You will let us know when you are finished so we can make arrangements to get the originals from you
- 4) We will go over the documents, and add or correct any information if necessary.
- 5) We will get the official drawing from a State Licensed Designer
- 6) We will take your original documents, along with the designers' drawings, and obtain the installation permit.
- 7) We will install your new Septic System
- 8) We will contact the county for a final inspection which is usually done the final day of installation.
- 9) Your payment is due in full on the final day of installation. Please see the form you will be signing entitled PAYMENT AND WIRING INSTRUCTIONS.

**ALL PERMIT FEES ARE
NON-REFUNDABLE
ONE PERMIT PER SYSTEM**

On-Site Sewage Facilities Permit Application

Permit Number	
Date	
Amount Paid	Receipt #

Authorized Agent: Upshur

Property Owners Name: _____
(Last) (First) (Middle) (Spouse/Other)

Mailing Address: _____ / _____ / _____
(# & Street Name (or) P.O. Box # & Route # & Box #) (City) (Zip)

Telephone Number: _____ / _____ / _____
(Home) and (Work) and/or (Other)

Site Address: _____ / _____ / _____
(Address Required) (# & Street Name (or) P.O. Box # & Route # & Box #) (City) (Zip)

Lot _____, Block _____, Subdivision _____, Unit # _____

Acreage _____, Survey Name _____, Abstract _____, Deed Volume _____, Page _____

Tract _____, Section _____, GEO Number: _____

Water Usage Rate "Q" (gallons per day): _____ Water saving devices: Yes No

Source of Water: Private Well Public Water Supply – Name: _____

Single Family Residence: Number of Bedrooms _____ Square Footage Living Area _____

Commercial/Institutional/Multi-Family: Type: _____

Name of Business: _____

No. of Employees/Occupants/Units: _____ Days Occupied Per Week: _____

Site Evaluator: Curtis Harris Registration Number & Type: S.E. O50030039

Designer: Dalton Harris Registration Number & Type: R.S. 5217

Address: 308 Katy Street Alba, TX 75410 Telephone: 903-590-0565

Installer: Curtis Harris Registration Number & Type: OS 0023263

Address: 308 Katy St. Alba, TX 75410 Telephone: (903) 765-2903

(Street, P.O. Box, or Route/City/Zip)

I hereby certify that under penalty of law that this application and any attachments contain no willful or negligent misrepresentation or falsification and that the information is true, accurate, and complete to the best of my knowledge. I understand that any misrepresentation or falsification may result in denial of my application. Authorization is hereby granted for the Permitting Authority to enter the above described property for the purpose of lot evaluation and inspection of on-site sewage facility and related activities. A permit to operate the facility will be granted following a successful inspection of the system.

(Signature of Owner)

(Date)

(ATC) AUTHORIZATION TO CONSTRUCT GRANTED BY: _____

LICENSE NO.: _____ DATE: _____

A COPY OF THIS APPLICATION WITH APPROVAL SIGNATURE ON LINE (ATC) BY THE DESIGNATED REPRESENTATIVE SHALL SERVE AS "**AUTHORIZATION TO CONSTRUCT**", BASED ON PLANNING MATERIALS RECEIVED BY THIS DATE.

(AO) INSPECTED AND APPROVAL TO OPERATE GRANTED BY: _____

LICENSE NO.: _____ DATE: _____

A COPY OF THIS APPLICATION WITH APPROVAL SIGNATURE ON LINE (AO) BY THE DESIGNATED REPRESENTATIVE SHALL SERVE AS "**NOTICE OF APPROVAL TO OPERATE**", BASED ON FINAL SYSTEM INSPECTION, TO INCLUDE ANY APPROVED CHANGES OR MODIFICATIONS MADE AFTER RELEASE OF AUTHORIZATION TO CONSTRUCT.

AFFIDAVIT

THE COUNTY OF UPSHUR
STATE OF TEXAS

CERTIFICATION OF ON-SITE SEWAGE FACILITIES REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for on-Site Sewage Facilities, this document is filed in the Official Public records of Upshur County, Texas.

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), 5.012 and 5.013, give the TCEQ primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The TCEQ, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the TCEQ requires an Official Public Record recording. Additionally, the owner must provide proof of the recording to the local OSSF permitting authority. This document is not a representation or warranty by the TCEQ or the local permitting authority of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ or the local permitting authority that the appropriate OSSF was installed.

Before me, the undersigned authority, on this day personally appeared (land owner's printed name):

_____ who after being by me duly sworn, upon oath states that he/she is the owner/owner's agent of record of that certain tract, lot, or parcel of land lying and being situated in UPSHUR County Texas, and being more particularly described as follows:

Lot _____, Block _____, Subdivision _____, Unit # _____, Acreage _____,
Survey Name _____, Abstract # _____, Deed Volume _____, Page _____, Tract _____,
Section _____, GEO # _____
911 Address _____

OR ATTACH: A COPY OF WARRANTY DEED/W METES AND BOUNDS PROPERTY DESCRIPTION

An OSSF requiring inspections and maintenance according to 30 Texas Administrative Code 285.91(12) is proposed to be installed on this property. This OSSF shall be covered by a continuous service policy for the first two years. After the initial two year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally. All non single family residences will require a maintenance contract with yearly testing and reporting. 30 TAC 285.91 (4). All aerobic treatment systems are subject to inspections by the local authorized agent at any time as described in 30 TAC 285.7 (4,g).

Upon sale or transfer of the above described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF may be obtained from the local permitting authority.

WITNESS MY HAND ON THIS THE _____ DAY OF _____, 20 _____

(Owner's Signature[s])

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 20 _____

By _____
(Owner's Printed Name)

Notary Public, State of Texas

Notary's Printed Name
Commission Expires: _____

(Seal)

**On-Site Sewage Facility Maintenance
Initial Warranty Contract**

Installation Location: _____

System Owner: _____ Installation Co.: _____

Permitting Authority: _____

Maintenance Co.: _____

Installation Date: _____

Brand Name: _____ Model Number: _____ Serial Number: _____

Other Information on System: _____

INITIAL POLICY

This policy is included in the original purchase price and shall provide an Inspection/Service Call once every four months for a 2 year period from the date that a final permit is issued by the permitting authority. If no chlorine is found in the chlorinator, chlorine shall be added to obtain a residual at owners expense. If any improper operation is observed which cannot be corrected at that time, the user shall be notified immediately in writing of the conditions and the estimated date of correction and cost, if applicable. The following items shall be checked at time of each site visit:

1. Aerator/s
2. Surface application pump/s(if applicable or disposal field pumps)
3. Recirculation Pump/s (if applicable)
4. Disinfection Device (if applicable)
5. Chlorine Supply (if applicable)
6. Electrical Circuits
7. Distribution System
8. Filter/s (if applicable)
9. Sprayfield (or disposal field, if other) Vegetation/Seeding
10. Settled Sludge depth in the pretreatment and aerobic tanks.

Any call or request for service outside the routine service provided under this contract will be responded to within ___ hours and if the problem encountered is not covered under warranty of product or workmanship, there will be a service charge of \$ _____ per hour with a minimum of ___ hours per call. All additional charges shall be authorized by the owner.

VIOLATIONS OF WARRANTY including shutting off the electric current to the system for more than 24 hours, disconnecting the alarm system, restricting ventilation to the aerator, overloading the system above its rated capacity, or introducing excessive amounts of harmful matter into the system, or any other form of unusual abuse may void warranty of system components.

Chlorine supply for the chlorinator is to be maintained by _____.

Homeowner has received and agrees to "Operation Tips", _____ (Intl.)

THIS POLICY DOES NOT INCLUDE PUMPING SLUDGE FROM UNIT IF NECESSARY

Texas Commission on Environmental Quality Rules require a service policy to be in effect at all times for this system.

I agree to abide by the service policy as stated above:

Service Company Employee Certified by the Manufacturer: _____

License Type and License No. _____

Accepted by: _____
(Owner)

Date: _____

Accepted by: _____
(Service Company Representative)

Date: _____

INSTALLATION OF SEPTIC SYSTEM RELEASE OF LIABILITY DETAILS

By signing this document below, the customer who has commissioned us to install their septic system of any type, understand that Curtis J. Harris Enterprises, LLC dba All Pro Septic, shall be held harmless and released from any and all liabilities pertaining to the following.

1- SITE INFORMATION:

- a. Customer understands that areas identified and agreed upon by both All Pro Septic and the owner as installation area requirements, may be subject to the disruption of present locations of dirt, plants, trees, grass, etc.

2- LIABILITY FOR UNDERGROUND AREAS:

- a. Customer understands that All Pro Septic shall NOT be responsible for damage to any underground utilities, piping, sprinkler lines, etc that are not clearly marked or identified prior to installation day.

- 3- ELECTRICAL POWER:** It is the liability and responsibility of the HOMEOWNER to ensure that there is electrical power available if it is required for this project. All Pro Septic are NOT LICENSED ELECTRICIANS, and will and can only perform the electrical plug-in to the homeowners power source. IF, an electrician is required, it shall be the responsibility of the HOMEOWNER to utilize a licensed electrician, at their own expense. However, if the HOMEOWNER would like us to assist in locating an electrician, and have us coordinate the process, the HOMEOWNER will also pay for the electrician and materials, and there will be a separate charge on the All Pro Invoice for this project to accommodate that expense. Homeowner agrees to hold All Pro Septic harmless from any and all liabilities associated with any issues that may occur from utilizing any additional contractors on-site.

4- LAWNS AND GROUNDS AREA:

- a. Customer understands that installation of septic systems may require the removal or disruption of lawns, plants, trees, etc in order to accomplish the proper placement of the system. These areas will be identified and confirmed with the homeowner prior to installation. Homeowner understand that All Pro Septic shall not be responsible for replacing and/or re-installing any of the grounds area. This includes sod, plants, etc.

5- WEATHER

- a. Customer understands that the installation of septic systems may subject to scheduling changes and/or delays due to weather conditions both prior to and during the scheduled installation date. Should the site area be deemed unsafe to install due to saturated grounds or increment weather, the installation must be delayed to avoid the heavy equipment sinking into the ground at customers site, and being unable to be removed. Weather can also play a large role in affecting the safety of our installation crews, and should we determine that it is unsafe to proceed and reschedule, we will do so without penalty.

6- MISCELLANEOUS. THIS AREA IS FOR OTHER ITEMS NOT STATED ABOVE THAT MAY BE NECESSARY TO ADD DUE TO UNIQUE AND/OR SPECIFIC INSTALLATION REQUIREMENTS. THEY ARE ALSO A PART OF THIS AGREEMENT.

I have read all of the above, and clearly understand the terms of this document. By my signature below, I do hereby agree to all of the above, and to hold Curtis J. Harris Enterprises, LLC dba All Pro Septic, free and harmless from all liabilities herein.

Signature of Customer

Print Name of Customer

Date

Signature of Customer

Print Name of Customer

Date

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PAYMENT AND WIRING INSTRUCTIONS FOR PAYMENT OF SERVICES PERFORMED

Our company policy is that **PAYMENT IN FULL IS DUE UPON RECEIPT OF INVOICE** which is provided upon completion of agreed services. Payment can be made by cash, cashiers check, money order, or personal **LOCAL** check, and is to be hand delivered to one of our company representatives within two (2) days of receipt of invoice at an agreed time and location. Other delivery arrangements may be made **ONLY** upon the approval of Curtis Harris, Owner, All Pro Septic.

For customers who are **FULL OR PART TIME RESIDENTS OF THE PROPERTY** on which we have performed Septic installation, repair or other services, the following three (3) options for payment are offered:

- 1) **OPTION 1:** Schedule an appointment to meet with us within two (2) days of receipt of invoice after completion of project to hand deliver payment by cash, cashiers check, money order, or personal local check.
 - a. Out of area and out of state payments must be made by Cashiers Check. This avoids our bank holding the release of payment to us for your personal checks pending clearance by your personal bank.
- 2) **OPTION 2:** Payment sent via WIRE TRANSFER can be sent within two (2) days of receipt of invoice after completion of project. Each bank has their own criteria as to what information is required to perform a wire transfer. Please contact Angela Harding, Office Manager for All Pro Septic at 903-765-2903 between the hours of 9:00 am and 3:00 pm CST, IF YOU CHOOSE TO WIRE TRANSFER, CONTACT US IMMEDIATELY AND WE WILL PROVIDE YOU WITH WIRING INFORMATION PERTAINING TO OUR ACCOUNT THAT YOU SHOULD WIRE TO.
- 3) **OPTION 3:** When we invoice you, you may pay within two (2) days **DIRECTLY FROM THE INVOICE WE EMAILED TO YOU** by hitting "VIEW AND PAY" as the payment option when you open it. At that point, you can pay simply by paying directly from your bank account into ours, with no fees to you.
- 4) **OPTION 4:** Should you decide you would like to request that we accept a partial or full payment for your project using a card, be advised that it is our policy to charge a 3% **MANAGEMENT CARD CONVENIENCE FEE** for our staff's handling of this process. The 3% amount, shall be determined to be 3% of the **TOTAL AMOUNT YOU DESIRE BE CHARGED**.

NON-PAYMENT: I understand if I have an unpaid balance to All Pro Septic and if I do not make satisfactory payment arrangements, my account may be placed with an external collection agency. I will be responsible for reimbursement of the fee of any collection agency, which may be based on a percentage at a maximum of 35% of the debt, and all costs and expenses including reasonable collection and attorney's fees incurred during collection efforts.

I have read all of the above payment options stated herein and understand that by signing this document, I agree to the payment terms offered for payment within two (2) days for services rendered by All Pro Septic. I have elected to choose

OPTION 1: PAYMENT IN PERSON _____ OPTION 2 OR 3: PAYMENT VIA BANK TRANSFER _____ OPTION 4 _____
INITIAL INITIAL INITIAL

PRINT NAME SIGNATURE DATE

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TWO-YEAR INITIAL SERVICE POLICY FOR AN ON SITE SEWAGE FACILITY TREATMENT SYSTEM

Purchaser/Property Owner _____ Phone # _____

Address _____ City _____ State _____ Zip _____

I, Curtis J. Harris agree to provide an initial **TWO-YEAR** service contract to the above-named property owner as a part of the OSSF original installation price. This contract shall provide the following:

1. An inspection/service call, **AT LEAST ONCE EVERY FOUR MONTHS**, which will include the inspection, adjustment and servicing of all mechanical and electrical components parts, filters, chlorinator, distribution system, and spray application field, to insure their proper operation.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum and overflow, an examination for odors and **A CHLORINE RESIDUAL TEST**.
3. Home owner or business owner is responsible for keeping the proper type of chlorine in the chlorinator at all times.
4. A BOD & TSS will be performed once a year.
5. If any improper operation is observed which cannot be corrected at the time of the inspection the property owner shall be immediately notified in writing of the conditions and the estimated date and cost of repairs.
6. Problem/complaint calls from the property owner shall be responded to within 48 hours of notification of this maintenance company.
7. The manufacturer's certified representative for servicing, testing and reporting on this system is:
Curtis J Harris Certification # MP0001171

THE PROPERTY OWNER IS NOT RESPONSIBLE FOR HAVING A MAINTENANCE CONTRACT IN EFFECT AT ALL TIMES. At the end of this initial two-year contract, a continuing service contract, with terms comparable to this initial contract, may be purchased from any certified person.

This warranty/service contract does not cover the cost of service calls, labor or materials which are required due to "misuse or abuse" of the system, failure to maintain electrical power to the system, sewage flows exceeding the estimated hydraulic load or organic design capability, the disposal of non-biodegradable materials, chemicals, solvents, grease, oil, paint, etc., or of any usage contrary to the requirements listed in the owner's manual or as advised by the authorized service representative.

Additional services, replacement of out-of-warranty parts, waste removal from the system "**wasting or tank pumping**" and other services offered by the installer/representative can be performed for an additional charge by written request.

Purchaser/Property Owner _____ Date _____
(Signature)

Installer/Service Representative _____ MP 0001171
(Signature) (Certification #)

Date of approval _____ Date contract Expires _____