

**ENVIRO-SYSTEMS, LLC
CUSTOMER AGREEMENT**

Whereas, the Enviro-Systems, LLC, a Delaware Corporation (hereinafter referred to as "Enviro-Systems"), owns and operates a sewage collection facility located in Shelby County, Alabama, (hereinafter the "System") providing sewage collection services to its Customers owning one or more Sewer Taps (i.e., rights to connect Customer's sewage collection system to the System) as hereinafter described and;

Whereas, Enviro-Systems has adopted certain rules, regulations, terms and conditions applicable to all Sewer Taps and its Customers and;

Whereas, each Customer, in purchasing and owning a Sewer Tap, has agreed that the use of same is subject to such rules, regulations, terms and conditions as adopted by Enviro-Systems from time to time;

Whereas, the Enviro-Systems and the Customer, in coming to this Agreement, recognize the need to have a contract binding upon Enviro-Systems, the Customer, and the Customer's successors and assigns that binds the Customer and future purchasers of the land to the Customer Agreement;

Now therefore, in consideration of the premises and the other good and valuable considerations mutually exchanged, the receipt and sufficiency of which is hereby acknowledged, each Customer agrees to the following rules, regulations, terms and conditions and Enviro-Systems agrees to provide continuous sewage treatment services for Customers at their respective properties identified in writing for use of each Customer's Sewer Tap subject to the following:

1. Purpose of Customer Agreement. The Customer Agreement sets forth the rules and regulations of Enviro-Systems that are necessary in order for Enviro-Systems to maintain the overall integrity of its collection system.

2. Property. The property to be served and encumbered is identified as follows:

Service Address: _____

3. Mandatory Installation Policy. It is mandatory that all connections to the System, including lines, grinder pumps, pump stations, valves, fittings or any equipment necessary, be provided by and installed by a professional approved by Enviro-Systems. Failure to adhere to this policy will be considered a default and Enviro-Systems, at its discretion, can refuse to accept delivery of wastewater into its system. This policy is expected to ensure the overall quality and integrity of the entire collection system.

4. Sewer Lines and Grinder Pumps on Private Property. All sewer lines installed on private property and the location of the grinder pump and electrical panel *are the responsibility of the Customer* and are considered within a utility right-of-way easement that is automatically granted to Enviro-Systems when application for sewer service is made. This utility easement also allows professionals approved by Enviro-Systems to connect the residence discharge to the grinder pump basin as part of the mandatory connection policy, and also allows Enviro-Systems to disable the grinder pump in order to discontinue service, should grounds for discontinuation exist. The actual location of the utility right-of-way easement regarding the placement of the sewer lines and grinder pump and panel shall be filed at Enviro-Systems for future reference of both Enviro-Systems and the Customer. Enviro-Systems and its agents or contractors are also granted the right of ingress and egress over the Customer's private property to inspect and/or repair sewer line and equipment. In the event Enviro-Systems is denied access by any Customer to inspect and/or make any repairs, upon five (5) days' written notice, Enviro-Systems may terminate service to the property. In the event of a public health emergency or conditions which could damage the System or result in effluent violating legal limits, service may be terminated immediately.

5. Customer's Individual Sewage Collection Systems. Each Customer shall be responsible for all costs and expenses associated with the installation, repair and maintenance of the sewage collection system necessary to collect and transmit the sewage wastes from within Customer's property to the System. The design and all components of the collection system shall be in conformity with the minimum design, size, type, and quality standards established from time to time by the Engineer for Enviro-Systems. A manual shut-off valve is required in each low pressure collection system to facilitate repairs in the Customer's sewage transmission lines and stop the flow of sewage from Customer's premises in the event of any failure of the collection system. A one-way flow check valve is also required in low pressure collection systems to limit the flow of sewage waste from the System into Customer's collection system and Customer's premises in the event of a failure of Customer's grinder pump or other malfunction. Enviro-Systems makes no representation or warranty concerning that portion of the collection system located on the Customer's property or utility right-of-way easement by virtue of any said inspection. Customer shall be responsible for all maintenance and repair of the collection system, and agrees to keep same in good working order free of any defects, leaks, stoppages, and other failures. A professional approved by Enviro-Systems must perform all maintenance and repairs of the Customer's collection system. Failure to adhere to this policy will be considered a default and Enviro-Systems, at its discretion, can refuse to accept delivery of wastewater into the System. In the event Customer fails to maintain and repair the collection system, Enviro-Systems shall have the right and option, but not the obligation, to enter onto Customer's property to make such repairs as Enviro-Systems determines are necessary in its sole discretion, and charge Customer for said repairs. In the event sewage is discharging from Customer's collection system, Enviro-Systems may enter upon Customer's property without notice to the Customer and take whatever action(s) Enviro-Systems may determine is appropriate to prevent further sewage discharge. Customer hereby grants to Enviro-Systems the right to enter Customer's property without notice for the purpose of making inspections and repairs to the collection system. This grant is binding upon Customer and each subsequent individual owner of Customer's property as well as tenants for so long as sewage treatment services are being provided to Customer's property. Customer agrees to pay all sums due for said repairs immediately upon receipt of the statement for the same.

6. Service Fee. Upon the execution of this contract, each Customer shall pay to Enviro-Systems the regularly-scheduled monthly rates for sewage collection service based on estimated sewer usage. The monthly service fee shall commence on the execution date of this contract by the builder. Enviro-Systems shall have the right, at Enviro-Systems option, to meter the volume generated by the Customer. Enviro-Systems shall also have the

right to inspect monthly water bills to ascertain more accurate projected sewer volumes. Further, Enviro-Systems shall have the right to install a meter to monitor water or sewer usage at any time. In the event the volume is greater than originally estimated, Enviro-Systems shall have the right to charge an additional monthly service charge based on actual volume, billing the Customer for the difference between estimated and actual amounts, and to adjust the Service Fee based on changes in prospective estimated sewer usage. The 2023 monthly service fee for Customer is currently established at **\$ 67.50** plus any applicable city or county tax or billing surcharge and is subject to change as a result of any rate increases by Enviro-Systems or changes in estimated or actual sewer usage.

- 7. Payment Obligations.** Each Customer agrees to promptly pay all fees and charges immediately when due to Enviro-Systems. Failure to make timely payment on any such fees and charges within fifteen (15) days of delivery of written notice of such obligation, then without further notice the Customer shall be assessed a Late Fee equal to **5%** of the outstanding balance. Should the Customer fail to pay such fees or charges, including the amount due for the Impact Fee, the monthly Service Fee, or any other fees or charges due, to Enviro-Systems within thirty (30) days of delivery of written notice of such obligation, then without further notice the said Customer shall forfeit Customer's Sewer Tap, the right to sewage collection services, and all sums paid by Customer for the same, and Enviro-Systems shall have, and is hereby granted, the right and privilege to take whatever steps are necessary to discontinue the use of the System by said Customer. Such steps include, but are not limited to, the termination of Customer's water service, disconnection of sewer services by turning off the electrical panel, or disconnection by turning off the valve on the right-of-way easement, or by locking any grinder pump. When service is disconnected, a tag stating why the panel has been turned off will be attached to the grinder pump's electrical box (if applicable), and the same type tag will be displayed or attached to the door handle of the front entrance of the residence or business. Customer releases Enviro-Systems, its employees, agents, and contractors and agrees to hold Enviro-Systems absolutely harmless from any and all liability or responsibility for loss, damage or injury arising out of such discontinuance of service on account of Customer's failure to pay Enviro-Systems any and all amounts due from the Customer to Enviro-Systems. Enviro-Systems is under no obligation to provide sewer service to any Customer failing to pay for said service or failing to abide by terms of this Customer Agreement or any rule, regulation, or policy of Enviro-Systems. Should Enviro-Systems allow the Customer to reconnect to the System following the settlement of all outstanding payments, the Customer shall pay to Enviro-Systems a reconnect fee of not less than **\$500** for reconnection. In the event that it shall become necessary that Enviro-Systems employ an attorney to collect any amount due hereunder or enforce any rights hereunder, Customer agrees to pay all costs incident to such collection or enforcement, including reasonable attorney's fees.
- 8. Compliance with Regulations and Maintenance.** The Customer agrees to comply with all of the rules and regulations of Enviro-Systems and the System, whether included herein or not, as the same may be announced and amended, from time to time. Unless otherwise agreed in writing by Enviro-Systems, Customer shall keep all plumbing, fixtures, sewage transmission lines, grinder pumps, lift stations, meters, valves and other components of the Customer's sewage collection system (but not to include the physical connection to the System) in good working order and repair at all times, free of all leaks, blockages, and defects. The Customer agrees that sewage will not be permitted to leak, overflow, spill or otherwise escape from the components of the Customer's sewage collection system onto the premises of the Customer, onto the premises of others, or onto any public lands or rights of way. All leaks in any component of the Customer's sewage collection system shall be immediately repaired by the Customer at the Customer's sole cost and expense by a professional approved by Enviro-Systems. In the event Customer fails to promptly repair any such leak, Enviro-Systems may, in its sole discretion, either disconnect and discontinue sewer service to the Customer's premises and make such repairs, in which case the prior consent of the Customer for the entry of Enviro-Systems onto the Customer's premises for the purpose of such repairs, is hereby granted. Enviro-Systems shall not, however, under any circumstances be required or have any duty to make any such repairs. All such repairs made Enviro-Systems shall be billed to the Customer and shall be paid by the Customer upon receipt of such billing. Enviro-Systems shall not, in any event, be liable or responsible for, and the Customer releases Enviro-Systems, its employees, agents and contractors and agrees to hold Enviro-Systems harmless from, any and all loss or damage resulting from leaks in Customer's sewage collection system or resulting from sewage escaping there from, either onto Customer's property, public property, or the property of others.
- 9. Default by Customer.** Customer agrees that the following shall be considered events of default by Customer: (a) the failure of the Customer to keep Customer's sewage transmission lines, grinder pump, or any other component of the Customer's sewage collection system to the System free from leaks and in good working order and repair, (b) the escape of sewage from Customer's sewage collection system onto Customer's property or any other property, public or private, regardless of fault by Customer, (c) the violation by Customer of any rules or regulations Enviro-Systems has adopted from time to time, (d) the violation by Customer of any rules or regulations promulgated by any governmental agency with respect to the handling and disposal of sewage or other waste, and (e) the breach by Customer of any agreement or obligation of Customer to Enviro-Systems.
- 10. Service is Interruptible.** In the case of breaks, leaks, or the necessity to repair or extend the System, Enviro-Systems shall have the right to temporarily cut off the Customer's sewer connection in order to perform such work. Enviro-Systems shall make all reasonable efforts to provide the Customer with prior notice of any such temporary interruption of service, but no notice shall be required prior to the commencement of any such work. Enviro-Systems shall not be liable or responsible for any loss, damage or inconvenience suffered by the Customer or the Customer's agents, servants, employees, guests, invitees, assigns, or by those claiming the right to use the facilities of the Customer's sewage collection system or the System with the permission of the Customer or by having purchased the right of service from the Customer, or for any damage to property or reduction in the value thereof suffered or claimed to be suffered by any of the above-mentioned classes of persons and entitled as the result of any interruption, cessation or lessening of service, inadequate or excessive pressure or the backing up of sewage in the Customer's sewage collection system, and the Customer expressly waives any and all such claims and agrees to hold Enviro-Systems harmless from any and all forms of loss arising from the Customer's connection to the System or arising in any manner therewith.
- 11. Prohibited Uses of the System.** Each Customer shall be responsible for all substances discharged into the Customer's sewage collection system. The Customer MUST NOT introduce any foreign objects into the wastewater collection system through the sinks, drains, or toilets such as glass, metal, plastics such as toys and utensils, sanitary napkins or tampons, condoms, seafood shells, fish scales, diapers, rags, or clothing of any kind. In addition, Customer agrees not to discharge into the System explosives, flammable material, oil or grease, cooking grease or cooking waste, strong chemicals to include household chemicals, gasoline, or any other substance that will damage the System or is otherwise prohibited by Enviro-Systems not specifically enumerated herein.

- 12. **Damages.** Enviro-Systems shall have the right to recover from Customer or third parties responsible for any damages, costs of repair and any and all fines that are incurred as a result of any prohibited use of its System that results in damage to its collection system and/or by his/their actions prevents the sewage treatment plant from producing effluent that meets the discharge requirements set forth by the Alabama Department of Environmental Management.
- 13. **Non-Waiver.** The waiver of any breach of this agreement by Enviro-Systems shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or omission by Enviro-Systems to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any default on the part of the Customer. The acceptance of any payments made by the Customer in a manner or at a time other than as required by the terms and conditions of this agreement shall not be construed as a waiver or variation of such terms and conditions. Any default on the part of the Customer shall be construed as continuous, and Enviro-Systems may exercise every right and power under the agreement at any time during the continuance of such default, or upon the occurrence of any subsequent default.
- 14. **Governing Law.** The laws of the State of Alabama shall govern this agreement.
- 15. **Binding Effect.** This agreement shall be binding upon the personal representatives, executors, administrators, successors, and assigns of the parties hereto including without limitation any lessee, grantee or assignee of any Customer. The Customer agrees that before he sells the property, he shall inform the prospective purchaser of the lien on the land, the nature of the sewer contract, and that the Agreement binds prospective purchaser. The Customer agrees that this Agreement shall constitute an encumbrance upon the land which shall touch and concern the land and shall run with the land, and as such is a recordable instrument to be recorded in the appropriate Court of the appropriate County.
- 16. **General Lien.** It is understood and agreed and Customer, his/her/its successors and assigns, gives, grants, and conveys to Enviro-Systems a continuing general lien on and upon the real property served hereby, and said lien shall secure the prompt payment of the total amount due to Enviro-Systems pursuant to the provision hereof, and from time to hereafter, including any penalties, interest, attorney fees, legal costs, or other costs assessed in connection with any bill which remains unpaid for more than thirty (30) days after it is due. At the option of Enviro-Systems, it is agreed and understood that Enviro-Systems shall have the right to record a notice of such lien in the Probate Office of Shelby County, Alabama. It is agreed that this lien touches and concerns the land and shall run with the land.
- 17. **Amendment.** Enviro-Systems reserves the right to amend or supplement these rules, regulations, terms, and conditions in its sole discretion at such times as it may determine in its sole discretion.
- 18. **Severability.** If any provision or provisions of this Customer Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of the State of Alabama or of the United States of America or of any other applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

We have executed this agreement this ____ day of _____ 2024.

Date to Start Service: _____

ENVIRO-SYSTEMS, LLC

By: _____
Utility Representative

CUSTOMER NAMES:

By: _____
Name

By: _____
Name

Phone Number: _____

Phone Number: _____

E-mail address: _____

E-mail address: _____

Property Address: _____

Property Address: _____

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