

Contract to Maintain a Sewerage System

This Contract is entered into on the ____ day of _____, 20__ by and between:

_____, referred to herein as the
"Owner";

and,

_____, referred to herein as the
"Registered Practitioner",

WHEREAS,

A. The Owner desires to have a sewerage system maintained on the property known as
(insert civic address and legal description):

(hereinafter the "Property").

B. The regional health authority has accepted a Letter of Certification for the sewerage system upon the Property under the British Columbia *Health Act, Sewerage System Regulation 324/2004* ("Regulation").

C. The Letter of Certification incorporates by reference an operation and maintenance plan ("Plan") for the Property's sewerage system, a copy of which is attached as "Exhibit A."

D. The Registered Practitioner is a "registered practitioner" as such term defined in the British Columbia *Health Act, Sewerage System Regulation 324/2004* ("Regulation"), and is licensed and qualified to plan and install sewerage systems.

E. The Owner desires to engage the Registered Practitioner, under the following terms and conditions, in order to maintain the sewerage system upon the Property in accordance with the Plan.

NOW THEREFORE the Owner and Registered Practitioner AGREE:

1. SCOPE OF WORK

- a. The Registered Practitioner agrees to maintain the sewerage system upon the Property in accordance with the Plan, the terms and conditions of this Contract and the terms and conditions set forth in Exhibit C (“Maintenance Fee Schedule”).
- b. Where the Contract documents contain any terms and conditions that may conflict, the following shall be the order of precedence of the documents (with the first document controlling over the subsequent ones): (1) this Contract; (2) the Plan (Exhibit A); and (3) Exhibit C (fee schedule).
- c. The Registered Practitioner shall conduct maintenance of the sewerage system in accordance to the provisions and requirements of the Plan.
- d. The Registered Practitioner agrees to provide the Owner an amendment to the Plan whenever such amendment is required by Section 10(2) of the Regulation.

2. RELIANCE ON INFORMATION PROVIDED BY OWNERS OR OTHERS

The registered practitioner does not warrant or guarantee any other construction document which has been prepared by any party other than the registered practitioner and the registered practitioner is not responsible for verifying the accuracy and completeness of any information provided by the owner or any other third party. The registered practitioner will not be responsible for any errors or omissions in the representations, documents, plans, specifications or designs made by the owner or any other third party. The parties agree that the registered practitioner is entitled to rely on the information provided by the owner or any third party and shall not be liable for any additional work (including reconstruction costs to satisfy legal and regulatory directives), bodily injury, death, property damage, property loss, economic loss or consequential damage of any type caused by inaccurate or incomplete information or an inaccurate or incomplete construction document provided by the owner or any third party.

3. ELECTRICAL WORK

- a. The Registered Practitioner shall (check one):
 - NOT be responsible for securing any electrical permits or engaging the appropriate qualified licensed electrician to conduct any and all electrical wiring, connections or energizing the system.
 - source and engage an appropriate qualified licensed electrician to conduct any and all electrical wiring, connections or energizing the system as a subcontractor.
- b. If neither of these options is checked, the second option shall be deemed checked if electrical work is included in Exhibit C otherwise the first option shall be deemed checked.

4. TIME OF COMPLETION.

- a. The maintenance services to be performed under this Contract shall be rendered through _____, 200____.
- b. Upon pre-payment of the mutually agreed annual service fee set forth in Exhibit C for the following and succeeding year, this Contract may be renewed for an additional ____ year(s) except that the Registered Practitioner may substitute a revised Exhibit C upon the consent of the Owner.
- c. Time is of the essence for any provision under this Contract; however, delays caused by weather, strikes, lockouts, acts of God or matters beyond the control of either party shall constitute a reasonable delay and will not be grounds to cancel or terminate this Contract.

5. PAYMENTS AND CHARGES.

- a. The Owner shall pay for services rendered by the Registered Practitioner in accordance with the payment schedule contained in Exhibit C. The payment schedule is **plus taxes** and the Registered Practitioner shall calculate taxes due at the time of invoice.
- b. Payment shall be due within 30 days of any work performed by the Registered Practitioner except that payment described in Section 5c.
- c. If Exhibit B includes an "annual routine maintenance" requirement (whether 12-month, 24-month or some other time period) then the fee for such maintenance, as such fee is set forth in Exhibit C, shall be paid at the commencement of the time period.
- d. If the Owner fails to render payment at the time it is due, the Registered Practitioner may terminate this Contract effective upon the date of non-payment. Re-instatement of this Contract may be made upon the payment of the delinquent amounts and upon the agreement of both parties.

6. LIMITATION OF LIABILITY AND INSURANCE REQUIREMENTS

- a. The liability of the registered practitioner, including its officers, employees and agents, to the owner and its officers, employees and agents, for any bodily injury, death, property damage, property loss, economic loss or consequential damage of any type arising out of any work provided pursuant to this contract, whether in contract or tort, shall be strictly limited to the total amount of the annual payments and charges in Section 5.
- b. As part of the consideration for this Contract, the Registered Practitioner shall purchase and maintain, at its sole cost and expense during the term of this Contract, comprehensive general liability insurance in an amount of not less than \$1,000,000

and providing reasonable coverage of property damage and bodily injury on an “occurrence” basis. Further, the insurance obtained shall extend coverage to the Owner, its officers, agents and employees, as additional insureds.

- c. The Registered Practitioner shall maintain Worker’s Compensation Insurance, which shall cover all its employees while performing any work incidental to this Contract.
- d. As consideration for the Registered Practitioner obtaining insurance naming the Owner, its officers, agents and employees as additional insureds, the Owner, and its officers, agents and employees, agree to release and forever discharge the Registered Practitioner from all claims, demands, damages, actions or causes of action for any bodily injury, death, property damage, property loss, economic loss or consequential damage of any type arising out of any work performed under this Contract.

7. OWNER’S RESPONSIBILITIES

- a. The Owner warrants that he or she is the owner of the Property or otherwise has the legal authority to allow, and does so allow, the Registered Practitioner to come onto the Property as required or necessitated by the Registered Practitioner’s duties described within this Contract.
- b. In the event there are any impediments to accessing the Property (such as an animal), the Registered Practitioner shall not service the Property’s sewerage system and a return service call shall be charged to the Owner as per the fee set forth in Exhibit C.
- c. The Owner shall have all service lids and ports accessible and exposed for the Registered Practitioner to gain access; otherwise, if the Registered Practitioner must locate and expose the service lids and ports to perform his or her tasks, the Service Call hourly rate in Exhibit C will be charged to the Owner for the time it takes to uncover the service lids and ports.
- d. The Owner grants the authority to the Registered Practitioner to act as the Owner’s agent in procuring services necessary to carry out the maintenance services provided under this Contract, such as a pump-out trucking service. If the fees for such services are not detailed in Exhibit C, then the Registered Practitioner shall first obtain the Owner’s approval for the scope and cost of such services.
- e. The Owner agrees to abide by any duties required of the Owner described in the Exhibit A, any law, bylaw or regulation and to maintain any records required by the Regulation.

8. NOTICES

The following representatives are authorized to act for the respective party and receive notices under this Contract.

(Agent for the Owner)

(Agent for the Registered Practitioner)

Address:

Telephone:

Telephone:

9. TERMINATION OF CONTRACT

- a. This Contract may be terminated with or without cause by either party at any time either orally or in writing. In the event of such termination, the Registered Practitioner shall be compensated for such services as are performed up to the point of termination. Any costs incurred by the Registered Practitioner shall be due and payable by the Owner to the Registered Practitioner within 30 days of termination.
- b. Upon termination of this Contract for any reason, the Registered Practitioner shall notify the regional health board in writing within two weeks of termination.

10. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

11. PRIOR NEGOTIATIONS, REPRESENTATIONS OR AGREEMENTS

This Contract supersedes all prior negotiations, representations, or agreements, either written or oral.

12. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the laws of British Columbia and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Contract and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

13. TRANFERABILITY OF THE CONTRACT

The Registered Petitioner agrees that the Owner may assign this Contract to a new owner of the Property.

SIGNED, SEALED and DELIVERED, in the presence of:

OWNER

REGISTERED PRACTITIONER

On this _____ day of _____, 20__

On this ___ day of _____, 20__

Signature

Signature

Printed name

Printed name

Business Name (and affix business seal)