

Northbay Water Utility
1162 NW State Ave
Chehalis, WA 98532
360-748-3805

SERVICE CONTRACT
FOR GROUP A-TNC WATER SYSTEM

This agreement entered into this 8th day of March, 2016 between Northbay Water Utility Corporation and Lawrence Heywood of Alta Vista #11. Hereinafter called the "customer". This agreement is for the provision of contract services as prescribed below:

I

Parties

Northbay Water Utility Corporation, located at 1162 NW State Ave. Chehalis, WA 98532 hereinafter called the provider. Lawrence Heywood, 145 Scenic Lane hereinafter called the customer, is collectively the person responsible for payment of services rendered on Alta Vista #11. Whose primary point of contact and address for correspondence and billing purposes is: 11930 NW Kathleen Drive, Portland, OR 97229.

II.

EFFECTIVE DATE

The effective date of this agreement shall be March 8, 2016 unless otherwise modified by the agreement.

III.

SERVICES

In accordance with Office of Drinking Water, Washington State the following services are required:

1. Test monthly coliform
2. Sanitary Survey every 1-5 years
3. IOC - Inorganic water test one time
4. VOC (organic water test) one time
5. Monitor water system equipment monthly
6. Administrative duties
7. Emergency service

Additional Fees:

IOC \$ 360

VOC \$290

IV.

HOLD HARMLESS CLAUSE

Each party, hereinafter referred to as Indemnitor shall defend, Indemnify and hold harmless the other party and its officers, directors, and employees, hereinafter referred to as Indemnities, from, against and in respect of any and all liabilities, damages, of any character whatsoever, (Including without limitation, any reasonable attorneys' fees and court costs) for loss of .or damage to property(real or personal, tangible, or intangible), or for bodily injury, sickness and /or disease (including without limitation, death) sustained by any person (including without limitation, employees of the indemnified party) if or where such liability, damage, loss, obligation, costs or expense is caused by, arises out of, or is connected to the obligations, activities or performance of the Indemnitor under this agreement. In the case of any joint or concurring liability or obligation of the parties giving rise to liabilities, damages, losses, obligations, costs or expenses by either or both parties, each party shall have full rights of contribution against the other party.

Further, Northbay does not by this agreement assure continuous and uninterrupted service and is not responsible for insuring either a specific quantity or quality of water from system.

V.

TERM

This agreement is continuous unless either party cancels such agreement by rendering written notification to the other 60 days prior to the desired termination date. The initial term for this agreement shall be one year, to be automatically renewed, unless term is modified by one or both parties. Each year the contract will be reviewed and the price adjusted to reflect any change. Example: The first year will include the IOC & VOC which are a one-time charge only of \$650.00 so the price next year will decrease by that amount. The price shall be reviewed and approved by the Washington UTC for any changes

VI

PAYMENT TERMS

All contract payments are due on a monthly basis, payable by the 10th of the month that service is being performed. See Attached EXHIBIT A for contract price. Payments not received on a timely basis are subject to a 1.5% late payment charge. 60 days of nonpayment will result in disconnection from said water system. A disconnection notice will be delivered with an amount due and a disconnection date. If payment is made at the time of disconnection a \$91.80 Disconnection Visit Charge will be assessed. If payment is made after disconnection a \$183.60 charge will be assessed before reconnection along with the total past due amount. The above charges are the current published charges in Northbay Water Utility Corporation's tariff.

VI.

ENTIRE AGREEMENT

This is the only agreement between the parties. There are no other understandings, written or oral, that concern the subject of this agreement.

Dated this _____ day of _____ 2016

Northbay Water Utility Corporation

Lawrence Heywood

By _____

By _____

Title _____

Title _____