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THOMAS, INC.
8000 PARKER RD.
SEDRO-WOOLLEY, WA 98284
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MAINTENANCE AGREEMENT DOCUMENT #_____

GRANTOR: **THOMAS, INC.**

GRANTEE Rod & Molly Hendricks ADDITIONAL NAMES ON PAGE____

ABBREVIATED LEGAL DESCRIPTION:

Lot 11 of Plat 4104

ASSESSOR'S PROPERTY TAX PARCEL NUMBER P73384 ACCOUNT# 4104-000-011-0007

SYSTEM I.D. #_____ SYSTEM PHONE#_____

DESIGNER Gary R. Smith Septic Design Services, Inc ADDRESS P.O. Box 351 Anacortes, WA 98221

INSTALLER to be determined ADDRESS_____

DATE OF INSTALLATION_____ (2 yr coverage begins)

SERVICE CONTRACTOR_____ADDRESS:

_____

This contract documents the agreement between property owner and service provider for maintenance and inspection of the TRD plant installed at: ADDRESS:_____

This contract documents the agreement between the property owner and the service provider for the maintenance and inspection of the TRD-1000 plant. This document shall be properly recorded with the title for the real property, subsequent to system installation.

This contract is in effect upon installation of the plant, and shall be renewed annually, until the system is decommissioned by the property owner or service provider.

The service provider will annually inspect the plant to ensure proper operation. This inspection will consist of a visual inspection of the plant internals, observance of the plant effluent for odor, color, and turbidity, and recording the results. Also, inspection of the septic tank for sludge and scum accumulation and documenting the results. Documentation detailing the inspection results will be provided to the property owner.

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The property owner will notify the manufacturer in the event of any alarms or abnormal conditions and operate the system in accordance with the standards septic system guidelines. As required by the installer and manufacturer.

If effluent samples are required by the local health department having jurisdiction, the cost of such samples and analysis are the responsibility of the property owner. If septic tank pumping is required, the cost of such pumping shall remain the responsibility of the property owner.

Residential properties will be monitored and annually serviced at a cost of $20.00 per month, billed annually at $240.00 (price subject to change, good for all systems installed through Jan 1, 1999 thru Jan 1, 2000). The cost to renew this contract will not exceed 2% of the prior year's cost. The Commercial properties will be monitored and annually serviced at a cost to be determined at the time of site evaluation.

Your state or local Health Department may require additional separate equipment to function in conjunction with equipment manufactured by Thomas, Inc. Thomas Inc. is not responsible for the servicing, mechanical, or electrical safety of such equipment that is not manufactured or supplied with the aerobic treatment unit by Thomas, Inc. Particular care should be used in evaluating the electrical or mechanical safety of equipment manufactured by separate manufacturers. This may include, but not be limited to electrical control panels or pumps.

At the option of Thomas, Inc., the sole and exclusive liability of this company shall be a refund of the service contract purchase price for the year. In no event shall Thomas, Inc. be liable for any direct or indirect, incidental, consequential or special damages whatsoever arising out of this agreement by a prevailing party in any arbitration, action or appeal. Court awarded decisions will be assigned by the County of Skagit, in Washington State. This agreement will be governed by and construed under the laws of the State of Washington.

NAME OF BUYER ROD HENDRICKS

SIGNATURE OF BUYER

SIGNATURE OF NOTARY EXP 10-1-05

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