



BUCKSKIN SANITARY DISTRICT

P O Box 5398

Parker, AZ 85344

Phone: 928-667-7197

Fax: 928-667-1697

Website: www.bsdsewer.org

GRINDER PUMP MAINTENANCE AGREEMENT

A grinder pump services your property by allowing wastewater to be pumped to higher elevations. The combined unit includes the pump, motor, fiberglass reinforced storage tank (can), and associated valving. Your grinder pump operates automatically and passes your wastewater into Buckskin Sanitary District's (BSD) sewer collection system. The grinder pump has an annual energy consumption not much greater than a 50-watt light bulb. In the event the grinder pump fails to operate properly, a red warning lamp will alert the OWNER of a full storage tank. In the event this light illuminates, the OWNER must contact BSD immediately to prevent a sewer discharge on the ground or backup into any structure located on your property.

This Grinder Pump Maintenance Agreement (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, _____ by and between _____ (hereinafter referred to as "OWNER") of the property located at _____ with legal description of:

(hereinafter referred to as the "PROPERTY") and Buckskin Sanitary District (hereinafter referred to as the "DISTRICT").

The DISTRICT agrees to furnish to the OWNER for use on the PROPERTY a low-pressure sewer grinder pump station (pump and tank with internal electrical and plumbing equipment, including level controls (hereinafter referred to as the "GRINDER PUMP") and a pump electrical control panel (hereinafter referred to as the "PUMP PANEL"). The GRINDER PUMP and PUMP PANEL together are hereinafter referred to as the "SYSTEM COMPONENTS"). The OWNER agrees to contract with and pay a licensed contractor, approved by the DISTRICT, to install the SYSTEM COMPONENTS furnished by the DISTRICT. The installation shall comply with all applicable DISTRICT Ordinances, rules, regulations and standards and specifications. In addition all work performed by OWNER and/or its contractor must also comply with the Ordinances, rules and regulations of La Paz County.

The OWNER agrees that in consideration for DISTRICT furnishing and maintaining the SYSTEM COMPONENTS and the OWNER'S use of said SYSTEM COMPONENTS, OWNER shall hold harmless the DISTRICT, its officers, agents, and employees, from any and all claims of injury or damage of any type or nature whatsoever to the PROPERTY (including not only real but also personal property) and/or to any person(s) occupying, possessing or present on the PROPERTY arising out of or resulting from the OWNER'S use and maintenance of the SYSTEM COMPONENTS.

Upon notification from the OWNER that the SYSTEM COMPONENTS are malfunctioning, the DISTRICT shall at its cost and expense repair and/or replace any malfunctioning parts of the SYSTEM

COMPONENTS provided; however, service, inspection, maintenance, repair/ replacement is limited to ordinary wear and tear. In the event SYSTEM COMPONENTS are damaged as a result of OWNER'S negligence and/or third party acts, OWNER agrees to pay for all necessary repair and/or replacement, restoration and installation of SYSTEM COMPONENTS. THE DISTRICT IS NOT RESPONSIBLE FOR ANY INCIDENTAL DAMAGES WHICH MAY ARISE OUT OF OPERATION OR MALFUNCTION OF THE SYSTEM COMPONENTS.

The OWNER hereby grants to the District a Right-of-Entry upon and over the above described PROPERTY for the purpose of access to the SYSTEM COMPONENTS to service, maintain and repair the SYSTEM COMPONENTS. Restoration of the PROPERTY, including but not limited to landscaping, fencing or any other amenity which may be affected by DISTRICT performed maintenance and/or service is the sole responsibility and expense of the OWNER.

Following installation by OWNER and after DISTRICT inspection and approval, OWNER shall not make any changes or modifications to SYSTEM COMPONENTS without the DISTRICT'S written authorization. All expenses associated with OWNER requested and DISTRICT approved modifications to the SYSTEM COMPONENTS will be paid exclusively by OWNER. All expenses associated with restoring SYSTEM COMPONENTS to their original condition as a result of unauthorized OWNER modifications shall be paid exclusively by the OWNER.

Installation, maintenance, service, repair and replacement of the on-lot portion of the gravity sewer service line (between the improvements and the SYSTEM COMPONENTS) are the sole responsibility of the OWNER.

For repair, service and/or replacement of the SYSTEM COMPONENTS contact the DISTRICT at 1-928-667-7197, Monday through Thursday, 8:00am to 5:00pm. In the event of an emergency, the 24-hour number is **1-888-719-3018**

The DISTRICT may record this AGREEMENT in the office of the La Paz County Recorder.

This AGREEMENT is binding on OWNER, his (their) heirs, successors, grantees and assigns.

The OWNER agrees to abide by all provisions of the DISTRICT'S Sewer Use Ordinance and Fee Schedule.

OWNER(S):

BY: _____

BY: _____

PRINTED NAME(s):

MAILING ADDRESS:

STATE OF ARIZONA
COUNTY OF LA PAZ
BUCKSKIN SANITARY DISTRICT

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ and _____, who is/are personally known to me or has produced _____ as identification.

[NOTARY SEAL]

Notary Public, State of Arizona