GRINDER AGREEMENT

This Agreement, executed this 17 day of Feb. , 20 21 , by and between Fall Creek Regional Waste District ("District") and Gary Porter (Customer).

WHEREAS, Customer desires to acquire a residential size grinder pump and/or grinder unit pursuant to the Grinder Purchase and Replacement Program adopted by the District pursuant to Ordinance 2018-2, as may be amended from time to time ("Program"), and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are acknowledged hereby, the District and the Customer agree as follows:

1. Customer Address. Customer represents and warrants that the address of Customer's property/connection where the Unit or Pump will be installed is:

6177 S. Hunters Run

Pendleton, IN 46064

("Property"). The Pump/Unit obtained under this Agreement shall be installed at the Property and may only be used at the Property and in connection with sewer service from the District, and only for a Property/connection that utilizes a single residential-size grinder unit.

2. Equipment. The District has supplied to Customer (check one):

_____ A grinder unit – model/id #_____ ("Unit")

___✓___ A grinder pump – model/id # WG 20-21   Old Style ("Pump")

Customer has inspected the Unit/Pump, and acknowledges satisfactory receipt of the same and full and complete performance by the District of any District obligations under this Agreement or the Program.

3. Payment. Customer shall pay to District (check one):

___✓___ One (1) lump-sum payment in the amount of $ 1918 . 51 , which represents the District's cost of the Unit/Pump (including shipping and other related costs), and is immediately due and shall be paid in full upon execution of this Agreement.   Unit $ 1793.00
                                                                                       tax $ 125.51

_____ Twenty-four (24) monthly installments in the amount of $_____._____ , which will be added to Customer's monthly bill, the sum of which represents the District's cost of the Unit/Pump (including shipping and other related costs).

In addition, the Customer shall pay a five percent (5%) installment administration fee in the amount of $_____._____ , which is immediately due and shall be paid in full upon execution of this Agreement.

In the event the Customer fails to make timely installment payments, the District may declare all remaining installments immediately due and payable and may recover any outstanding installments from the owner in addition to applicable fees and penalties. Partial payments may be applied in the District's sole

discretion, first to any penalties and delinquency fees, and second towards monthly rates or charges for sewer service and/or then to the payment of the Unit/Pump.

4. General Terms of Payments. Payments owed to the District by Customer pursuant to this Agreement, whether lump-sum or installment, and any other charges or late charges, shall be subject to all rights of the District related thereto, including, but not limited to the following: (**a**) shall constitute a lien against the lot, parcel of land, or building located at the Property; (**b**) shall be subject to the same payment deadlines, penalties (10%), and interest as other monthly user rates of the District as may be amended from time to time; (**c**) the District shall be entitled to recover its costs associated with collecting delinquent payments, other charges, and late charges, including, but not limited to, any and all attorneys' fees, court costs, and other expenses incurred by the District in the collection process; and (**d**) the District may disconnect Customer's service for failure to timely make payments, others charges, and late charges.

5. Acceptable Use. Customer agrees that all Units and Pumps acquired under the Program shall be used only for new or existing connections to the District's sewer system and within the District. Customer further agrees that any Unit or Pump obtained under the Program must be installed at the Property. All Units or Pumps obtained under the Program or installed within the District may be inspected for installation by District personnel.

6. Installation, Operation, and Maintenance Responsibilities. Customer and/or the property owner (or successor property owner) shall be responsible for the installation, operation, and maintenance of all Units and Pumps, and related equipment. Under no circumstances shall the District be responsible for either (a) the installation, operation, or maintenance of any Units, Pumps, or related facilities; or (b) the costs of the installation, operation, or maintenance of any Units, Pumps, or related facilities; or (c) any damages arising from the installation, operation, or maintenance of any Units, Pumps, or related facilities.

7. Return of Replaced Equipment. If Customer is acquiring a replacement Unit or Pump, Customer agrees to turn the Customer/Property's old Pump into the District within thirty (30) days of obtaining a new Unit or Pump for recycling or scrapping by the District.

8. Disclaimer of Warranties. THE CUSTOMERS, ANY CONTRACTORS, AND ANYONE ACQUIRING UNITS, PUMPS, OR EQUIPMENT (COLLECTIVELY, EQUIPMENT) OR SERVICES FROM THE DISTRICT AGREES AND UNDERSTANDS THAT HE/SHE/THEY/IT ACCEPT(S) SUCH EQUIPMENT AND SERVICES "<u>AS-IS, WHERE-IS, AND WITH ALL FAULTS.</u>" THE DISTRICT AND ITS AGENTS MAKE NO WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, OR ANY SERVICES OR MAINTENANCE PERFORMED BY THE DISTRICT WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES ARE DISCLAIMED.
ANY WARRANTIES RELATED TO THE PURCHASE OF ANY SUCH EQUIPMENT, GOODS, OR SERVICES SHALL BE SOLELY TO THE EXTENT PROVIDED BY THE ORIGINAL MANUFACTURER AND/OR PRIVATE CONTRACTOR HIRED BY THE CUSTOMER.

9. Ordinances, Rules, and Regulations. Ordinance 2018-2, as may be amended from time to time, is hereby incorporated herein by reference. The Customer shall further comply with all rules and regulations of the District concerning sewer discharge and service. The District shall have the right to enter onto the Property at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, the District's sewer service. However, the District does not, in any way, have or assume any obligation to maintain any facilities on the Property or not owned by the District.

10. Violation and Penalties. Except where other penalties are specified by law (e.g., penalties for delinquent payments), any person, firm, or entity found to be violating any provision of this Agreement or of the Program, shall, in addition to any other rights and remedies available to the District, be subject to a civil penalty of $200 per violation, each day of violation (and each separate connection) being deemed a separate violation. Anyone violating any provision of this Agreement or of the Program shall be responsible for reimbursing the District for its costs and attorney's fees in any action brought to enforce this Agreement or the provisions of the Program.

11. Severability of Provisions. The words, phrases, sections, and provisions of this Agreement are separable. In the event any one or more of the provisions contained in this Agreement should be held invalid or unenforceable in any respect, the remaining provisions herein shall not in any way be affected or impaired, and should remain in full force and effect.

IN WITNESS WHEREOF, the District and Customer have executed this Agreement as of the date first written above.

FALL CREEK REGIONAL WASTE DISTRICT (the District)

Signature: _Rachel Lawyer_

Printed Name: _Rachel Lawyer_

CUSTOMER

Signature: _____

Printed Name: _ALAN CRABTREE_
WATER WORKS

3563087

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          FALL CREEK REGIONAL WASTE DISTRI
                   9378 S 650 W
                    PO BOX 59
                 PENDLETON, IN 46064
                   765-778-7544

           FALL CREEK REGIONAL WASTE DIST
             0005560008022120839000

        Date: 02/17/2021      12:57:39 PM

              CREDIT CARD SALE


   VISA
   CARD NUMBER:      **********0663 K

   TOTAL AMOUNT:       $1,918.51

   APPROVAL CD:      35273D
   ECI:
   RECORD #:         000
   CLERK ID:         Rachel
   CUST CODE:        FLAT
   SALES TAX:        $0.00
   INVOICE #:        261003500

   X____Grinder pump_____
              GARY PORTER

   I AGREE TO PAY THE ABOVE TOTAL AMOUNT
   ACCORDING TO THE CARD ISSUER AGREEMENT
   (MERCHANT AGREEMENT IF CREDIT VOUCHER)

      Thank you for your business!


           Merchant Copy
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Acc #011564