

GRINDER AGREEMENT

This Agreement, executed this 8 day of Sept, 2021, by and between Fall Creek Regional Waste District ("District") and Jerry Swinford (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:

749 W. US 36
Pendleton IN 46064
Royal Flush
paid in full

("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 ("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 \$ 1793.00, 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.

 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 "AS-IS, WHERE-IS, AND WITH ALL FAULTS." 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)**

CUSTOMER

Signature: Rachel Lange

Signature: Grant Starks

Printed Name: Rachel Lawyer

Printed Name: Grant Starks

ROYAL FLUSH PLUMBING

5839 Dr Martin Luther King Jr Blvd
Anderson, IN 46013
(765) 642-7066

First Merchants Bank
71-85/749

41228

9/8/2021

PAY TO THE ORDER OF Fall Creek Regional Waste District

\$ **1,918.51

One Thousand Nine Hundred Eighteen and 51/100*****

DOLLARS

PROTECTED AGAINST FRAUD



Fall Creek Regional Waste District
9378 S. CR. 650 W.
Fortville, Indiana 46064



MEMO

Wena Starks

⑈041228⑈ ⑆074900657⑆ 0000605255⑈

Details on Back



Intuit® CheckLock™ Secure Check

rec'd 011041

Form ST-105State Form 49065
(R5 / 6-17)Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)Name of Purchaser: Royal Flush Inc.Business Address: 5839 Dr. MLK. Jr. Blvd. City: Anderson State: IN ZIP Code: 46013

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): 35-1847437 - LOC Number (3 digits): _____

If not registered with the Indiana DOR, provide your State Tax ID Number from another State

***See instructions on the reverse side if you do not have either number.**

State ID Number: _____ State of Issue: _____

Section 2Is this a ☒ blanket purchase exemption request or a ☐ single purchase exemption request? (check one)Description of items to be purchased: Grinder Pump**Section 3**

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

- ☒ Sales to a retailer, wholesaler, or manufacturer for **resale** only.
- ☐ Sale of manufacturing machinery, tools, and equipment to be used directly in direct **production**.
- ☐ Sales to **nonprofit organizations** claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
- ☐ Sales of tangible personal property predominately used (greater than 50 percent) in providing **public transportation** - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a **school bus operator**, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.
- USDOT Number: _____
- ☐ Sales to persons, occupationally engaged as farmers, to be used directly in production of **agricultural** products for sale.
Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.
- ☐ Sales to a **contractor** for exempt projects (such as public schools, government, or nonprofits).
- ☐ Sales to **Indiana Governmental Units** (agencies, cities, towns, municipalities, public schools, and state universities).
- ☐ Sales to the **United States Federal Government** - show agency name. _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.
- ☐ Other - explain. _____

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (*either negligent or intentional*), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: Date: 09/0821Printed Name: Jessica LoosTitle: HR Director

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.

Instructions for Completing Form ST-105

All four sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1

- A) **This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID Number, a resident state's business license, or State issued ID Number must be provided.
- B) **Exceptions** - For a purchaser not possessing either an Indiana TID Number or another State ID Number, the following may be used in lieu of this requirement.
- Federal Government** - place your FID Number in the State ID Number space.
- Farmer** - place your SSN or FID Number in the State ID Number space.
- Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SSN or FID Number in the State ID Number space.
- Nonprofit Organization** - must show its FID Number in the State ID Number space.

Section 2

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID) is a ten digit number followed by a three digit LOC Number. The TID is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID (10 digits) and the LOC (3 digits) at the top right of the certificate.