



Service Contract

Est. Start: 3/18/2025

Est. End: 3/18/2026

For:
Grand Chester Meadows
PO Box 1149
Apex, NC 27502

Project:
13073
Suncrest Village
Raleigh , NC

Prepared By:
Linda Matthews
lmatthews@waterworxinc.com
3/18/2025

This Service Contract (the "Contract") is made as of 3/18/2025 by and between Water Worx Services Inc of Clayton, NC ("Provider"), and Grand Chester Meadows of Apex, NC ("Client").

In consideration of the mutual promises set forth below, the parties agree as follows:

Project Description

Use Jet Vac Truck to flush out debris from existing storm drain.

Description of Services and Scope of Work

Provider shall provide the following services to Client (the "Services") for the rates and charges specified:

1. Jet Vac Truck

Fixed Price
\$1,860.00

Description of Services
Price is the minimum for the first four (4) hours.

2. Jet Vac Truck

Rate per Hour
\$400.00

Description of Services
Price is per hour after the initial four (4) hours until the job is complete, or we are told to stop.

3. Dump Fee

| <i>Rate per Load</i> | <i>Description of Services</i> |
|----------------------|--------------------------------|
| \$360.00 | Price is the cost per load. |

4. Water Fee

| <i>Rate per Load</i> | <i>Description of Services</i> |
|----------------------|--------------------------------|
| \$100.00 | Price is the cost per load. |

Terms and Conditions

These Terms and Conditions describe the agreement between Water Worx Services, Inc. ("Water Worx") and the Customer (as identified in the Proposal set forth on the facing page hereof "the Proposal"). Together, the Proposal and these Terms and Conditions comprise the "Contract". Water Worx and Customer may each be referred to herein individually as "Party" or, collectively, as "Parties".

1. Scope of Services/Proposal. Water Worx agrees to furnish the services and materials (collectively the "Services") described in the Proposal. Any changes to the specifications of the Services must be agreed upon in writing, which may be in the form of an email or other writing evidencing the mutual agreement of the Parties (a "Change Order"). Any such Change Order shall be incorporated into this Contract.

2. Permits and Approvals. Unless otherwise agreed in writing, Water Worx shall be responsible for obtaining, at Customer's expense, permits, inspections and other approvals necessary for the proper performance of the Services. Additionally, Customer shall be solely responsible for securing any easements, variances, zoning changes, modifications of restrictive covenants, or other actions required for Water Worx to be able to perform the Services.

3. Site Conditions; Access: Customer warrants that it has advised Water Worx of any known site or building conditions that are material or relevant to the Services. Customer acknowledges that the estimate set forth in this Contract is based upon Water Worx's general observation of applicable conditions, and the discovery of latent or other undiscovered conditions including but not limited to termite damage, water damage, or code violations may require extra labor or materials, which are not part of this Contract. If such conditions are discovered, Water Worx will notify Customer and the Parties will negotiate in good faith an amendment to this Contract that

addresses those conditions. Customer will ensure that Water Worx has free and unencumbered access to all work areas, and, if necessary, will provide areas for the storage of materials and debris. Water Worx will make reasonable efforts to protect driveways, walkways, lawns, shrubs, and other vegetation.

4. Inspection and Acceptance. Upon notification by Water Worx of completion of the Services, Customer and Water Worx will jointly inspect the Services performed. Customer will provide Water Worx with a written description of any deficiencies in the Services, and Water Worx shall promptly validate and correct such deficiency. If Customer does not provide such description of a deficiency within five (5) days following the completion of the Services, Customer will be deemed to have accepted Water Worx's proper performance of the Services.

5. Payment. Payment for the Services shall be due and payable as set forth in the Proposal but in no event later than upon Customer's receipt of Water Worx's notice that the Services have been completed. Any amount not paid when due hereunder will bear interest until paid at a compounded rate of interest equal to the lesser of (i) one and one-half percent per month, or (ii) the maximum rate of interest allowed by applicable law, in either case such interest to accrue until fully paid. If Customer fails to pay any amount due, Water Worx may suspend its performance of the Services until it has received all payments due, as well as satisfactory assurance that future payment obligations will be timely satisfied.

6. Warranties. Water Worx warrants the Services will be performed in a professional and workman-like manner, and if within six months of completion, Customer provides Water Worx with written notice of any deficiencies in the Services, Water Worx will, as Customer's sole and exclusive remedy, correct any defective workmanship. With respect to the Services of any component thereof, the customer is limited to the manufacturers' warranties for defects in the manufacture of equipment, components and materials used in the performance of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, WATER WORX MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED REGARDING ANY MATTER, INCLUDING MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY COMPONENT OF THE SERVICES. WE DO NOT PROVIDE A WARRANTY ON JET/VAC OR CAMERA WORK.

7. Enforcement of Contract. In the event that it shall become necessary for either Party to enforce any terms of the Contract by any legal means, the Parties intend that the non-prevailing Party shall reimburse the prevailing Party its reasonable attorneys' fees and costs of suit in accordance with N. C. General Stat. 6-21.6.

8. Liability. Water Worx's total liability hereunder for all damages arising out of or related to this Contract, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will not exceed, in the aggregate the amount of the total estimate for the Services set forth on the Proposal. In no event will the measure of damages payable by either Party include, nor will either Party be liable for any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties, even if such Party has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed.

9. Indemnity. Customer agrees to indemnify, defend and hold harmless Water Worx and its owners, employees, agents and successors and assigns from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising out of, under or in connection with (i) customer's

violation or non-compliance with any building codes and any safety-related conditions at the Services site, (ii) death or personal injury to any person, and damage to any person's real or tangible personal property.

10. Governing Law; Jurisdiction. This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, without regard to the conflicts of law or rules of North Carolina. Each of the parties hereto hereby irrevocably consent and submit to the jurisdiction of the Supreme Court of the State of North Carolina, in Wake County, and of the United States District Court for the 10th District of North Carolina in connection with any suit, action, or other proceeding concerning the enforcement of any term of this Contract. Customer waives and agrees not to assert any defense that the court lacks jurisdiction, venue is improper, inconvenient forum or otherwise.

11. Entire Agreement. This Contract is comprised of these Terms and Conditions, the Proposal, and any Change Orders, which together set forth the entire agreement of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written.

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| Provider: | <u>Linda Matthews</u> | <u>3/18/2025</u> |
| | Water Worx Services Inc | Date |

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|---------|------------------------------|-----------------------------|
| Client: | <u>Grand Chester Meadows</u> | <u> </u> |
| | | Date |