



TEXAS ASSOCIATION OF REALTORS®

## INFORMATION ABOUT ON-SITE SEWER FACILITY

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### CONCERNING THE PROPERTY AT \_\_\_\_\_

1041 Homestead Ridge, New Braunfels, TX 78132

#### A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☒ Aerobic Treatment ☐ Unknown  
☐ \_\_\_\_\_
- (2) Type of Distribution System: SPRINKLERS (3) ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: \_\_\_\_\_ ☐ Unknown  
FIELD NEXT TO GARDEN (FENCED) AND GREEN BARN
- (4) Installer: \_\_\_\_\_ ☒ Unknown
- (5) Approximate Age: 20 YRS ☒ Unknown

#### B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☒ Yes ☐ No If yes, name of maintenance contractor: AEROBIC SERVICES OF SOUTH TEXAS  
 Phone: (830) 964-2365 contract expiration date: DEC 31, 2023  
*(Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)*
- (2) Approximate date any tanks were last pumped? UNKNOWN
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No  
 If yes, explain: \_\_\_\_\_
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☒ No

#### C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:  
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed  
☒ maintenance contract ☐ manufacturer information ☐ warranty information ☐ \_\_\_\_\_
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

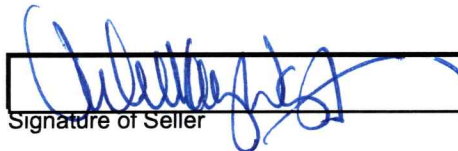


**D. INFORMATION FROM GOVERNMENTAL AGENCIES:** Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.


<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1–2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60


**This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.**

 1/25/23  
Signature of Seller Date

 1/25/23  
Signature of Seller Date

Receipt acknowledged by:

  
Signature of Buyer Date

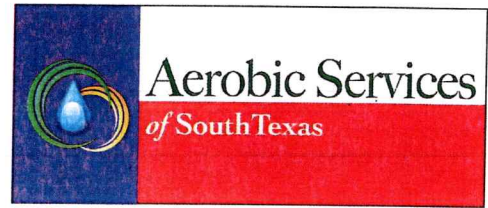
  
Signature of Buyer Date



1153 FM 2673

Canyon Lake, TX 78133

Phone (830) 964-2365 Fax (830) 964-2659



## Routine Maintenance and Inspection Agreement

### General

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between \_\_\_\_\_ (referred to as "Client") and Aerobic Services of South Texas (Thomas W. Hampton MP349) (hereinafter referred to as "Contractor") located at 1153 FM 2673 Canyon Lake, Texas 78133 (830) 964-2365. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein.

This contract will provide for all required inspections, testing and service for your Aerobic Treatment System. The policy will include the following:

1. 3 inspections a year/services calls (at least one every 4 months), for a total of 3 over the **one year period** including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, and diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be address within a 48-hour time frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The customer is responsible for the chlorine tablets; they must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.

The Homeowners Manual must be strictly followed or warranties are subject to invalidation. **Pumping of sludge build-up is not covered by this policy and will result in additional charges.**

### ACCESS BY CONTRACTOR

The Contractor or anyone authorized by the Contractor may enter the property at reasonable times without prior notice for the purpose of the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of evaluations if necessary. Soil Is to be replaced with the excavated material as best as possible.

### Termination of Agreement

Either party may terminate this agreement within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement

is so terminated, **the Contractor will immediately notify the appropriate health authority of the termination.**

**Limit of Liability**

In no event shall the Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract tort or any other theory. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this Agreement.

**Dispute Resolution**

If a dispute between the Client and the Designer arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable arbitrator and shall share the cost of the arbitration services equally.

**Entire Agreement**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement either oral or written.

**Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**HOME OWNER**

Name \_\_\_\_\_  
1041 Homestead Ridge  
Address \_\_\_\_\_  
City, State \_\_\_\_\_  
Phone \_\_\_\_\_  
Signature of Home Owner \_\_\_\_\_

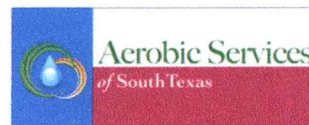
**SERVICE PROVIDER**

Aerobic Services of South Texas Inc.  
Name \_\_\_\_\_  
1153 FM 2673  
Address \_\_\_\_\_  
Canyon Lake, Texas 78133  
City, State \_\_\_\_\_  
(830) 964 - 2365  
Phone \_\_\_\_\_  
Thomas Hampton OS0024597  
Signature of Service Provider and License # MP0000349

EFFECTIVE DATE 1/16/12 EXPIRED DATE 1/15/13 INSTALLED \_\_\_\_\_

Model # Southern Blower/Panel Serial # \_\_\_\_\_

Aerobic Services of South Texas  
15188 FM 306  
Canyon Lake, TX 78133



(830) 964-2365  
Fax: (830) 964-2659  
www.aerobicservices.com

To: Corey West  
1041 Homestead Ridge  
New Braunfels, TX 78132  
Agency: Comal  
County: Comal  
Permit No: 83268

Tech: Chris Bausch  
Phone: (210) 910-9800 Date: 2023-01-03  
Alt Ph: (210) 910-9800 Service  
Due:

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	[X]	[ ]	[ ]
Irrigation pump:	[X]	[ ]	[ ]
Air compressor:	[X]	[ ]	[ ]
Disinfection device:	[X]	[ ]	[ ]
Chlorine supply:	[X]	[ ]	[ ]
Spray field vegetation:	[X]	[ ]	[ ]
Sprinkler / Drip backwash:	[X]	[ ]	[ ]
Controls / Electric Circuits:	[X]	[ ]	[ ]

Air Pressure: -

Test Results and observations: (As Required)

Chlorine Residual: 0.05  
Test Method: Dpd  
BOD:  
TSS:  
Access Ports Secured: Yes [X] / NO [ ]  
Repairs Made: Yes [ ] / NO [X]

Mixed Liquor

Aeration: -

Sludge Levels

Clarifier: 40  
Pump: 2

Repairs and Comments:

CG

Inspector: \_\_\_\_\_ Date: 2023-01-03

Tom Hampton VP  
MP349/OS24597