

HOLDING TANK CLEANING CONTRACT

1. The parties hereto are:

- a. The Township of _____, _____, County Pennsylvania, hereinafter called Municipality.
- b. The owner(s) of the affected property having a holding tank for the disposal of sewage, hereinafter called Owner,

 NAMES

 ADDRESS

- c. The holding tank cleaner, hereinafter called Cleaner,

 NAMES

 ADDRESS

- d. The disposal site approved by the Department of Environmental Protection, hereinafter called Disposal Site.

 NAMES

 N.P.D.E.S. or Land
 Disposal Permit No.

 LOCATION - ADDRESS

2. The Municipality has adopted an Ordinance governing the Utilization of holding tanks, pursuant to the Sewage Facilities Act of 1966, as amended, (35 p. S. 750.1 et. seq.), in accordance with which Owner is using the holding tank on his property.
3. The Municipality hereby delegates to Cleaner responsibility for the regular collection and disposal of the contents of Owner's tank
4. Cleaner hereby accepts said responsibility and agrees to provide the service of regularly collecting the contents of Owner's holding tank and disposing of the same approved by the Department of Environmental Protection upon reasonable notice from Owner or Municipality of the need for cleaning the holding tank.
5. In exchange for services provided by Cleaner, Owner will compensate Cleaner at the rate of \$_____ per cleaning in accordance with regular billing practices adopted by cleaner, receipts of all cleanings shall be sent to the Township.
6. Determining the need for cleaning shall, in the first instance, be the responsibility of Owner; in the event Owner should fail, refuse or neglect to notify Cleaner, then the Municipality shall notify Cleaner that the holding tank needs cleaned, who will then promptly collect contents of the tank and dispose of same at the Disposal Site, at Owner's expense.
7. Owner will permit the entry on the property by the Municipality's authorized agents and employees for purposes of inspection of the holding tank from time to time as reasonably may be necessary to determine the adequacy of the functioning and cleaning of the tank, and further Owner will permit the entry of the Cleaner, and its agents and employees for purposes of providing the cleaning service, said inspections to occur at least once a year.
8. Disposal Site will accept delivery of the contents of Owner's Residential holding tank and will dispose of same as permitted by the Sewage Facilities Act of 1966, as amended, regulations of the Department of Environmental Protection, and the permit or permits issued for the operation of Disposal Sites's facility, subject to the following terms and conditions:
 - a. That all disposal activity will occur during the regular business hours operated by the Disposal Site, and no special access privileges or other access rights will be provided to the other parties;
 - b. Disposal Site shall have a right to inspect the material proposed to be discharged and delivered to the facility, and will be under no obligation to dispose of or otherwise accept material that does not comply with the design parameter, permit requirements or rules and regulations of Disposal Site.

9. This contract is perpetual, not terminable and non-cancelable by an party hereto; provided, however, that, subject to the approval and joinder of the Municipality any other party hereto may substitute another similar contract executed by all other parties thereto, meeting, in form and substance, the requirements of Municipality's Holding Tank Ordinance, and the provisions of applicable statues and state regulations. Upon joinder of the Municipality the substituted Contract shall supersede the existing contract.
10. In construing this contract, references to the Male gender shall include Female and neuter genders, or both, where appropriate in context, and references to the singular shall include the plural, where appropriate in context.
11. This Contract states the entire agreement between the parties hereto on the subject matter hereof, and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.
12. This Contract and any rights created hereunder are non assignable, except to the extent allowed in paragraph (9) hereof.
13. Owner shall post a bond with the Township in the amount of \$_____. Said bond shall be forfeited to the Township on the occurrence of either or both of the following:
 - a. In the event said holding tank is not maintained according to the terms of this contract, the Township shall use said bond to maintain said holding tank according to the terms of this contract.
 - b. In the event said holding tank is removed by the Township either by consent of the Owner or as the result of Court action, said bond shall be used by the Township to pay for the cost of said removal and for any legal costs incurred by the Township.
14. This Contract shall become effective on the date it shall have been executed by all parties hereto.
15. This agreement and the obligations thereunder cannot be assigned by the Owner or the Cleaner without consent of the Disposal Site and Municipality hereto.

Date:

1

Cleaner

2

Owner

3

Disposal Site

By _____

Permit No. _____

4

Municipality
Township of _____

By _____

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