

# Roxsol, LLC

## Individual Engagement Agreement for Onsite Wastewater Services

The purpose of this agreement is to provide a written understanding of the services we will provide for you in connection with the preparation of your site/soil evaluation, septic system design, septic system installation and/or maintenance of your septic system. Please read this agreement carefully because it is important to our firm and you that you understand what you can and cannot expect from our work; we want you to know the limitations of the services you have asked us to perform. If you are confused at all by this agreement or believe we have misunderstood what you need, please discuss this agreement with us before you sign it.

In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom we perform environmental services to confirm the following arrangements.

- The property boundary shall be clearly marked with flagging or other markers by a registered surveyor.
- The report will be prepared, in part, by information you furnish us.
- We will not review or verify the data that you provide, although we may ask you to clarify some of the information.
- We will not perform additional services outside of the original scope of the job unless specifically requested to do so with a change order.
- We are available to answer questions about your site specifically.
- Our fee does **NOT** include responding to inquiries or examination by regulatory authorities. We are available to represent you and our fees for such services are at our standard rates and would be covered under a separate engagement agreement.
- We will provide you with copies of the completed report for retention in your files. Additional copies requested in the future will be provided at an additional charge of \$30.00.
- Additional revisions will be billed at standard rates.

It is your responsibility to maintain your records and documentation necessary for regulatory agency approvals and inquiries.

You may request that we perform additional services not contemplated by this engagement agreement. If this occurs we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services will necessitate that we amend this agreement or issue a separate engagement agreement to reflect the obligations of both parties. In the absence of written communications from us documenting such services, our services will be limited to and governed by the terms of this engagement agreement.

We will use our professional judgment in analyzing and preparing your reports. Whenever we are aware that an applicable law is unclear or conflicts with your project, we will explain the possible positions that may be taken regarding your project. We will adopt the position you request if it is consistent with the codes, regulations and interpretations that have been promulgated. If your position is contested later by the regulatory authority or other party with penalties or assessments, we assume no liability for any such additional penalties or assessments.

Roxsol, LLC will not provide additional copies of reports to anyone other than you unless you provide us with written authorization. If we are asked to provide privileged information, unless legally required, we will not provide such disclosure until we have your written authorization. You agree to pay any and all reasonable expenses that we incur, including legal fees, as a result of attempting to protect your information as privileged. Your confidentiality privilege may be inadvertently waived if you discuss the contents of any privileged information to a third party.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the internet. Such communications may include information that is confidential to you. We will do our best to keep such communications secure in accordance with applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent, and consent to our use of these electronic devices during this engagement.

**In the event of purchasing, site and soil evaluation, septic system design, permitting, installation and maintenance, a retainer/deposit of 50% of the estimated cost of the project will be required and must be paid prior to Roxsol, LLC providing these services.**

**THE BALANCE OF FEES ARE DUE AT THE TIME THE REPORT IS PRESENTED AND ARE PAYABLE**

**ON RECEIPT.** Accounts not paid within 30 days will bear interest at a rate of 1.5 % per month until paid in full. If billings are not paid within 60 days of the invoice date, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement agreement. You further acknowledge and agree that in the event we stop work or withdraw from this engagement, as a result of your failure to pay on a timely basis for services rendered as required by this engagement agreement, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

It is our policy to keep records related to this engagement for four years after which they are archived or destroyed. Roxsol, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

In recognition of the relative risks and benefits of this agreement to the client and Roxsol, LLC, the client and Roxsol, LLC representatives have discussed and have agreed on the fair allocation of risk between them. As such, the client agrees, to the fullest extent permitted by law, to limit the liability of Roxsol, LLC to the client for any and all claims, losses, costs and damages of any nature whatsoever, so that the total aggregate liability of Roxsol, LLC shall not exceed the Roxsol, LLC's total fee for services rendered under this agreement. The client and Roxsol, LLC intend and agree that this limitation apply to any and all liability or cause of action against Roxsol, LLC, however alleged or arising, unless otherwise prohibited by law. Any claim arising out of this engagement, except actions by Roxsol, LLC to enforce payment of its professional invoices, must be asserted within one year from the date any such cause of action accrues, or within two years from the completion of the engagement, whichever is earlier, notwithstanding any statutory provision to the contrary. The two year period will begin upon the date of the signature by Roxsol, LLC representatives covered by this engagement agreement.

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement (except actions by Roxsol, LLC to enforce payment of its professional invoices), will, prior to resorting to litigation, be submitted to mediation, and that they will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Muskingum, Ohio by American Arbitration Association, Mediation Services, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Ohio laws. The results of any such mediation shall be binding only upon agreement of each party to be bound. The cost of any mediation proceeding shall be shared by the parties.

This engagement agreement represents the entire agreement regarding services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on the heirs, successors, and assigns of you and us.

We appreciate the opportunity to serve you. Please sign and date this agreement to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement. It is our policy to initiate services after we receive the executed engagement agreement.

ROXSOL, LLC Representative: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

Best Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**ROXSOL, LLC**  
976 McIntire Ave. Zanesville, Ohio 43701 740-704-1879