

**JT's Septic | PO BOX 1346 Dewey, AZ 86327 | 928.632.7077 | FAX: 928.632.1276**  
**SEPTIC SYSTEM REPAIR DISCLAIMER**

The undersigned Owner (or authorized representative) of the real property described as:

Address:            :

Parcel #:           :

("Property"), hereby understands, agrees and acknowledges as follows:

1. Integrity Service Company, LLC dba JT's Septic ("Contractor") has been hired by Owner to perform certain limited septic system repairs at the Property.
2. Contractor is offering to do only that labor and provide only those materials as set forth in the proposal provided to Owner (the "Work").
3. Owners shall be responsible for and shall furnish to Contractor all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Work. Owners shall be responsible for providing adequate access to the subject real property, together with any easements necessary for completion of the Work contemplated herein.
4. Contractor is not responsible for the overall functioning of the septic system.
5. Contractor does not perform work on and has no responsibility for the functioning of any leach field or evaporation areas.
6. Contractor is not required to inspect for or correct any existing problems of septic system components that are broken or not functioning other than what is described in the Work.
7. Contractor is not responsible for any driveway or sidewalk damage.
8. Contractor is not responsible for any lawn or landscaping damage.
9. Contractor is not responsible for any damages to any drip, watering or sprinkler system, any invisible pet fence, or any other above ground or subsurface utilities or facilities.
10. Contractor is not responsible for damage done to a deck, pavers or any walkway while gaining access to or performing any of the Work.
11. Contractor is not responsible for any damage to trees, shrubs or other landscaping arising or occurring during the Work.
12. Contractor is not responsible for any damage to roots or root systems of trees, shrubs or other landscaping during the Work.
13. Contractor has no responsibility for any future problems that may arise in the septic system in areas or locations unrelated to the specific Work of Contractor.
14. In the event that Owner makes a claim against Contractor, at law, administrative claims or otherwise, for any alleged error, omission, breach of contract, or other action arising out of the performance of the Work, and Owner fails to prove such a claim, then Owner shall pay all costs incurred by Contractor in defending itself against the claim, including, but not limited to, personnel-related costs, attorneys' fees, court costs and other claim-related expenses, whether taxable or not, and whether incurred before or after judgment. Notwithstanding anything to the contrary contained in this Disclaimer or provided for under any applicable law, Contractor shall not be liable to Owner, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages of any type and, including, but not limited to, any loss of future revenue, income or profits, or for any diminution of value or damages relating to any breach or alleged breach of Contractor's duties or obligations, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.

15. Owner assumes responsibility for all acts and omissions of its agents, employees, materialmen, and all other persons or firms ("Owner's Representatives") relating to any part of the Work described herein, and further agrees to defend, hold Contractor harmless and to indemnify Contractor for any liability, loss, damage, expense and cost, including attorneys' fees, suffered or incurred by Contractor resulting from the acts or conduct of Owner or Owner's Representatives.
16. Owner shall indemnify, save harmless, and, at Contractor's request, defend Contractor and its agents and employees from and against any and all suits, actions, legal proceedings, claims demands, damages, costs and expenses of whatsoever kind or character, including, but not limited to, attorneys' fees and expenses arising out of or by reason of any liability or obligation in any manner caused or occasioned by any act, omission, fault or negligence of Owner or anyone acting on its behalf, including, but not limited to, sub-subcontractors and suppliers, their subcontractors and suppliers, and the employees and agents of any of the foregoing in connection with or incident to the Work. This obligation of Owner to indemnify and hold harmless shall include the obligation to defend any suit, at Owner's own expense, or any such action thereon brought against Contractor alone, or against Owner and Contractor jointly.
17. The Work does not include any blasting, hard digging, or rock excavation. In the event blasting is necessary, Owners shall obtain and pay for any blasting subcontract work. In the event that rock or hard digging is encountered, Owners shall execute a change order for all additional expenses incurred by Contractor as set forth concerning concealed conditions below.
18. If conditions are encountered at the site of the Work which are subsurface or otherwise concealed physical conditions or unknown physical conditions, and such conditions result in additional work or expenses or the need for additional time, employees, or subcontractors by the Contractor, then Contractor shall be entitled to a written change order executed by the Owners providing for payment to the Contractor for the additional work or expenses or the additional time, employees, or subcontractors resulting from such conditions.
19. In the event that the Top Seam of the tank or Inlet and Outlet pipe concrete sealing is recommended to prevent further root invasion there is not a guarantee that roots will not enter the tank in the future due to the aggressiveness of many types of roots, plants, trees etc.

OWNER:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

If signing as authorized representative of Owner:

Title: \_\_\_\_\_  
(Please Print)

PROPERTY ADDRESS: ;