

# HOLDING TANK AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and among the following parties:

1. \_\_\_\_\_  
of \_\_\_\_\_

**Hereinafter called "Owner".**

2. \_\_\_\_\_  
of \_\_\_\_\_

**Hereinafter called "Hauler".**

- AND -

3. \_\_\_\_\_  
\_\_\_\_\_

**Hereinafter called "Acceptor".**

WITNESSETH:

**WHEREAS**, Owner holds title to real estate situate in \_\_\_\_\_

\_\_\_\_\_ identified as Bucks County Tax Parcel # \_\_\_\_\_; and

**WHEREAS**, Owner contemplates maintaining a structure upon the said property as depicted in a plot plan which includes the location of holding tank, attached hereto as Exhibit "A"; and

**WHEREAS**, Owner has applied to the Bucks County Department of Health for a permit to install a \_\_\_\_\_ gallon sewage holding tank for the disposal of sewage to serve \_\_\_\_\_ gallons/day on said property;

**NOW, THEREFORE**, the Parties hereto in consideration of the covenants herein and intending to be legally bound, do hereby agree as follows:

## 1. OBLIGATIONS OF HAULER

- A. For and in consideration of the sum of \_\_\_\_\_ per \_\_\_\_\_ gallon, Hauler agrees to remove on three day's demand, sewage from Owner's approved holding tank and to transport said waste to Acceptor's facility as set forth in Article IV herein, or such other locations that may from time to time be designated and approved by the appropriate administrative agencies and thereafter agreed upon by the parties to this agreement. Hauler shall have the exclusive right to transport all sewage collected from the aforesaid tank or tanks.
- B. Hauler shall have the privilege to increase the compensation recited above in proportion to the increased cost of performance, including Acceptor's charges, provided he gives at least ten (10) day's written notice to all other Parties to this agreement.
- C. The right to transport the sewage shall remain exclusive with Hauler until such time as (a) he defaults in performance of this agreement; or (b) public sewage facilities are available and actually serving the subject property and ten (10) day's written notice is given to Hauler by Owner of their availability and the connection of said property to the public facilities.
- D. Hauler acknowledges his status as independent contractor at all times in performance of his obligations in this agreement.
- E. Hauler agrees to indemnify and hold harmless each other party to this agreement from suits, claims or causes of action in law or equity arising out of any act, transaction or occurrence involving Hauler's

performance of the terms of this agreement. This shall include full responsibility for leakage and spillage.

- F. Hauler agrees to forthwith register his name and business address with Borough and warrants that his business operation is at the time of this Agreement, approved by the Bucks County Department of Health and in full compliance with all applicable laws and regulations of the Commonwealth of Pennsylvania.

**II. OBLIGATIONS OF OWNER**

- A. Owner agrees to be responsible for emptying the holding tank or tanks whenever 75% of capacity is reached and notifying promptly Hauler of the necessity to empty the tank.
- B. Owner agrees to pay Hauler the charge set forth in Article I-A when billed in return for Hauler's obligations under this agreement and further to grant Hauler the exclusive right to transport the waste under this agreement.

**III. OBLIGATIONS OF ACCEPTOR**

- A. Acceptor agrees to accept domestic sewage from Owner's holding tank transported by Hauler to Acceptor's facilities subject to Acceptor's rules, regulations or acceptance, and prevailing schedule.
- B. Acceptor warrants capacity is available at present and within the foreseeable future to receive the said sewage.
- C. Acceptor warrants its facilities are at the time of execution of the agreement approved by the Pennsylvania Department of Environmental Protection.

**IV. OBLIGATIONS OF PARTIES**

- A. Parties recognize and incorporate herein by reference all other applicable laws and applicable rules and regulations of administrative agencies of the United States and the Commonwealth of Pennsylvania Department of Environmental Protection and the Bucks County Department of Health.
- B. This agreement is to be executed in quadruple and shall be construed under and governed by the laws of Pennsylvania and shall be legally binding on the Parties, their heirs, assigns, successors, administrators and grantees.

**WITNESSES:**

**HAULER**

\_\_\_\_\_

Print name

\_\_\_\_\_

Signature

**PROPERTY OWNER**

\_\_\_\_\_

Print name

\_\_\_\_\_

Signature

**ACCEPTOR**

\_\_\_\_\_

Print name

\_\_\_\_\_

Signature