

## **Sales Contract**

### **1. Names**

Aaron S. Fuller, a Vermont limited liability company (Seller), and \_\_\_\_\_(Buyer) agree to the following sale.

### **2. Work Being Sold**

Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property:

1. Design of a wastewater system and potable water supply for two lots that complies with the Vermont Agency of Natural Resources Chapter 1 Rules.
2. Application to the State of Vermont for a potable water supply and wastewater disposal permit, for two lots with a three bedroom house septic system size.
3. Addition of work previously completed by \_\_\_\_\_, for the existing dwelling.

### **3. Condition of Property**

The property is new.

Seller discloses the following defects:

1. This is not a property line survey, for property line information and verification please contact a registered land surveyor.
2. Signing this contract does not guarantee the applicant a permit. There are outside influences that may affect the status of this permit. The designer will not create a

contract if his best professional judgment indicates a permit can not be obtained.

3. Buyer shall disclose any information that may affect the permit. This line relates to all known and unknown items that may affect the permitting of this property.

#### **4. Purchase Price**

The purchase price of the property is \$\_\_\_\_\_.

#### **5. Down Payment**

Buyer will make a down payment of \$\_\_\_\_\_ when this contract is signed. This down payment will be applied toward the purchase price.

#### **6. Time of Payment**

Buyer will pay Seller the purchase price less the down payment in installments according to the schedule established in Attachment 1.

#### **7. Delivery**

Seller will deliver the property to Buyer at:

#### **8. Ownership**

Seller has legal title to the property and is selling the property free of any liens or liabilities.

#### **9. Transfer of Ownership**

Seller will transfer ownership of the property to Buyer with a receipt.

#### **10. Security Interest**

Seller will retain a security interest in the property. At the time the property is delivered to Buyer, Buyer will sign and deliver to Seller a security agreement and UCC financing statement giving Seller a security interest in the property until the purchase price has been paid in full.

## **11. Indemnification**

The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense) and hold harmless Contractor, the Owner (if different from Contractor), affiliated companies of Contractor, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

## **12. Other Terms and Conditions**

1. Current Survey of the Parcel and a copy of the current deed are required prior to

design.

2. This proposal does not include the inspection report that is required upon the construction of the proposed systems.
3. This proposal does not include any application fees for permits.
4. This proposal does not include a construction stake out.
5. This proposal does not include a boundary survey.
6. This proposal is for Wastewater, and Water, designs only as required by the State of Vermont for a Potable water supply and Wastewater disposal permit application. Other permits may be required and are not covered under any part of this contact.
7. Once the design documents are released the accepting party of the contract is agreeing with the layout as designed.
8. Any changes to the originally discussed layout and services to be provided will be billed accordingly.
9. If proposed house, boundary lines, well locations, driveway locations, etcetera, are not clearly marked on the property (or expressed in a scaled drawing), during the time of the topographic survey the designer retains the right to lay the lot or lots out using his best professional judgment.
10. This offer is void if not signed and returned within 30 days of the offer date. This agreement does not imply that all property can obtain permits. Signing this agreement is accepting the terms herein. This includes the entire agreement between the parties and may only be modified by written agreement of the parties. Client understands that work cannot be completed until all items on the checklist have been returned to designer. Client also understands that certain aspects of this work are not in the control of the designer, (i.e.; state or local regulatory agencies) and that time needed to complete

designs or permit applications may be out of the designer's control. Any work asked further will be billed at the corresponding rate on the schedule of fees. The owner of the property is responsible for any undisclosed and/or undiscovered information that may affect the design of septic and water systems.

### **13. Entire Agreement**

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

### **14. Successors and Assignees**

This agreement binds and benefits the heirs, successors and assignees of the parties.

### **15. Notices**

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

### **16. Governing Law**

This agreement will be governed by and construed in accordance with the laws of the state of Vermont.

### **17. Counterparts**

The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.

### **18. Modification**

This agreement may be modified only by a writing signed by the party against whom

such modification is sought to be enforced.

**19. Waiver**

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

**20. Severability**

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

SELLER

Aaron S. Fuller,  
a Vermont limited liability company  
4583 RT #2  
Box #4  
E. Montpelier, Vermont 05651

Dated: \_\_\_\_\_

By: \_\_\_\_\_

ASF

Owner

BUYER

Dated: \_\_\_\_\_

By: \_\_\_\_\_

## **Attachment 1**

**to**

## **Sales Contract**

### **1. Names**

This attachment is made by \_\_\_\_\_ (Buyer) and Aaron S. Fuller, a Vermont limited liability company (Seller).

### **2. Installment Schedule**

Buyer shall send retainer along with any other requested information along with the signed contract to the seller. The retainer shall be in the amount of \$1250.00, and the remaining amount shall be due prior to the release of all design documents, and permit applications.

SELLER

Aaron S. Fuller,  
a Vermont limited liability company  
4583 RT #2  
Box #4  
E. Montpelier, Vermont 05651

Dated: \_\_\_\_\_



By: \_\_\_\_\_

ASF

Owner

BUYER

Dated: \_\_\_\_\_

By: \_\_\_\_\_