

COMMERCIAL MAINTENANCE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter called the "Owner"), as party of the first part, and Newton County Water and Sewerage Authority, a political subdivision of the State of Georgia (hereinafter called "Authority"), as party of the second part.

WITNESSETH: That, Whereas, Owner had submitted to the Authority a plat subdividing the property of the Owner, a copy of which is on file of the Building and Zoning Department of Newton County, said plat entitled: Subdivision Plat for: \_\_\_\_\_ (hereinafter referred to as the "Plat").

NOW THEREFORE, and in consideration of the mutual covenants and agreements hereinafter contained, and as a condition precedent to the approval of the Plat, the parties hereto, for themselves, their successors and assigns, do mutually agree as follows:

1.

The Owner hereby warrants to the Authority that water and sanitary sewer systems as shown on the Plat have been laid out and constructed in accordance with the minimum standard requirements of Newton County Water and Sewerage Authority in force as of the date of this Agreement.

2.

The warranty set forth in Paragraph 1 above shall apply only in such instances of noncompliance with such standard requirements as to which the Authority shall have given written notice to the Owner on or before the \_\_\_\_ day of \_\_\_\_\_, said date being one (1) year from the date of the completion of the construction of said water and sanitary sewer systems and the acceptance of said water mains and sanitary sewer systems for the public purposes by the Authority.

3.

The Owner agrees to furnish to the Authority a bond or other acceptable security with good and sufficient surety acceptable to the Authority in the sum of \$\_\_\_\_\_ representing the construction cost for the water and sanitary sewer systems shown on the Plat, guaranteeing the faithful performance of this Agreement.

4.

Owner hereby agrees to indemnify and hold the Authority harmless from any and all liability resulting from the Owner's violation of the terms of the warranty set forth in Paragraph 1 above. In the event a claim is asserted against the Authority relating to a violation of the warranty set forth in Paragraph 1 above, the Authority shall promptly notify the Owner, and the Owner shall defend at its own expense any suit based on such claim and pay all judgments, settlements, court costs and attorney fees that may arise out of any and all such suits.

SIGNATURE PAGE ATTACHED TO COMMERCIAL MAINTENANCE AGREEMENT BY  
AND BETWEEN \_\_\_\_\_ AND  
NEWTON COUTNY WATER AND SEWERAGE AUTHORITY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year  
first written.

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_

OWNER \_\_\_\_\_

WITNESS

\_\_\_\_\_

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

\_\_\_\_\_

NOTARY PUBLIC (SEAL)  
EXPIRATION DATE

By: \_\_\_\_\_ (SEAL)

NEWTON COUTNY WATER &  
SEWERAGE AUTHORITY

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

MICHAEL HOPKINS (SEAL)  
EXECUTIVE DIRECTOR

Attest: \_\_\_\_\_

EMILY MILLS  
SECRETARY/TREASURER