

SERVICE AND MAINTENANCE AGREEMENT (per Quote XXX)

AGREEMENT entered into by and between the named parties upon the terms and conditions set forth below:

1. Parties

SepticNET, Inc.
Company Name

Owner Name

480 East Park Street
Physical Address

Physical Address of System

Mailing Address (if different)

Mailing Address (if different)

Butte, MT 59701
City, State, Zip

City, State, Zip

(406) 782-5220
Phone

Phone

2. **Inspection & Maintenance:** The Owner purchased and had installed a Level 2 on-site sewage treatment system, known as **SepticNET™**, at the address set forth above. In order to comply with current state regulations, for an advanced on-site system, periodic inspection of the system is required. The parties agree that SepticNET, Inc. shall provide the following services to Owner's **SepticNET™** system according to the terms set forth in this Agreement:

- a. Visually inspect the system;
- b. Flush appropriate components of the **SepticNET™** unit;
- c. Flush the drain field piping network;
- d. Obtain and submit for analysis effluent samples as maybe required by the State and/or local government authorities, or **SepticNET, Inc.**;
 - i. Analysis will include nitrate (as N); nitrite (as N); ammonia (as N); TKN (as N); BOD; TSS; fecal coliform; specific conductance; and temperature.
- e. Retrieve test results referred to in subparagraph e.;
- f. At time of visual inspection, record information from counters and/or meters contained in control panel and maintain a record of recorded information;
- g. Inspect system pumps and controls and adjust as necessary;
- h. Note problems or malfunctions observed in the system at the time of inspection; and
- i. Prepare a written report of inspections as required by State and/or local government authorities.

THE MAINTENANCE AND INSPECTION PROGRAM DESCRIBED ABOVE DOES NOT INCLUDE ANY SERVICE, WARRANTY OR REPAIR WORK ON THE **SepticNET™ SYSTEM.**

3. **Owner Representations and Responsibilities:** Owner represents that it owns the **SepticNET™** system and real property where it is located, as described above. Owner will provide company's representatives safe access during normal business hours to inspect or service the **SepticNET™** system, and Owner also agrees to be present during inspections. Owner also agrees to deliver a copy of this Agreement to any third party who may obtain an interest in the real property where the **SepticNET™** system is located.

SERVICE & MAINTENANCE AGREEMENT



4. **Term:** This Agreement shall become effective upon signing by the parties, and will remain in effect for a total of two (2) regular inspections or the final regular inspection scheduled for the year 20XX, whichever occurs first. **SepticNET**, Inc. will perform its first inspection of the **SepticNET**™ system during the month of XXX, 20XX, and subsequent inspections will be according to regulations issued by the State of Montana (at least bi-annually). Additional inspections or service work arising from inspections will be billed by **SepticNET**, Inc. and paid by Owner as set forth in paragraph 5 below. Following completion of its final regular inspection during the original term of this Agreement and, following each bi-annual inspection thereafter, this Agreement shall automatically renew on a year-to-year basis unless **SepticNET**, Inc. or Owner notifies the other in writing not less than 30 days prior to the first day of the month when the next regular inspection is scheduled that it is terminating this Agreement. Owner acknowledges that regulations governing the **SepticNET**™ system presently require two inspections during each of the first two (2) years the system is in operation, and annual inspections thereafter while the system remains in operation. In the event this agreement is terminated while regulations requiring periodic inspections remain in effect, **SepticNET**, Inc. will notify the appropriate agency or agencies of termination.
5. **Fees:** At the time this Agreement is signed, Owner shall pay to Company the sum of \$XXX.00 which will fully compensate **SepticNET**, Inc. for regular inspections during the original term of this Agreement as described in paragraph 4. **SepticNET**, Inc. Will charge and Owner agrees to pay, **SepticNET**, Inc. annual inspection fee during each annual renewal of this Agreement. **SepticNET**, Inc. will bill Owner following the regular inspection during any extended term of this Agreement, and Owner agrees to pay the bill within 30 days of billing. Fees charged by third parties (e.g. laboratories that analyze effluent samples, etc.) for services related to inspections of service work will be paid by Owner immediately upon presentment of payment.
6. **Service Calls:** During the original term of this Agreement, **SepticNET**, Inc. will bill Owner and Owner agrees to pay **SepticNET**, Inc. \$75.00 per hour for service calls, plus parts. Billable service time will include travel time to and from the **SepticNET**™ system and **SepticNET**, Inc. principal place of business. **SepticNET**, Inc. will charge, and Owner agrees to pay, **SepticNET**, Inc. then-current hourly service charge, plus parts, travel time and mileage during each annual renewal of this Agreement. Owner agrees to make payment within 30 days of billing.
7. **Miscellaneous:** In the event either party files a lawsuit to enforce the terms of this Agreement, as part of a final judgment the prevailing party shall be entitled to an award of costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SepticNET, Inc.

Signature

Steve Anderson

Printed Name & Title

Date

Owner

Signature

Printed Name

Date