



EnviroServer® ES Service Agreement

This Service Agreement (the "Agreement") is made and entered into as of _____, 20____ by and between _____ ("Property Owner") and _____ ("Authorized Service Technician (AST)"). AST agrees to operate and maintain the EnviroServer ES Treatment System located at _____, for the period of _____ year(s) beginning on the date of final Start Up, and ending _____year(s) later, subject to the terms and conditions below.

The Terms and Conditions of the Agreement are as follows:

Obligations of Authorized Service Technician:

1. AST assumes no responsibility for errors in installation of the system. Upon commencement of the Agreement, AST will complete a full inspection of the system and submit a request for corrections to the Property Owner and installer. Failure to complete the corrections in a timely manner may result in termination of this Agreement, at the sole discretion of the AST; such approval shall not be unreasonably withheld.
2. AST will perform _____ inspections a year (at least one every ____months), following the procedures in the MicroSepTec Service Manual. This procedure includes inspection and servicing of all electrical and mechanical components, including controller, compressor(s), diffusers, recirculation pump, effluent pump(s), filters and disinfection unit. Inspections also include an effluent quality inspection consisting of a check for color, turbidity, solids and odors.
3. If effluent sampling and lab analysis is required by the local regulatory agency, this Agreement will include pulling and delivering the sample, but lab fees are not covered under this Agreement and will result in additional charges to the Property Owner.
4. AST will submit an Inspection Report to the Property Owner within 7 days of inspection, which will include the results of the inspection, any actions taken and suggestions to improve performance of the system.
5. AST will submit all reports required by the local regulatory agency.
6. If applicable, MicroSepTec eConnect remote notification service is included in this Agreement.
7. AST agrees that within 48 hours of an alarm condition, and/or a request for service, Property Owner's system will be visited by the AST.
8. If any improper operation is observed by AST that cannot be corrected immediately, the Property Owner will be notified immediately of the conditions, estimated costs, if any, and estimated date of correction.

Obligations of Property Owner:

1. Property Owner agrees to maintain a factory-Authorized Service Technician for the lifetime of the system to ensure long-term performance and protection of the environment. AST will make available a continuing service agreement to cover labor for normal inspections, maintenance and repair.
2. Property Owner understands the system design was based on certain parameters, including flows and strengths, and that operating outside those parameters will have a detrimental effect on system performance. As a consequence, Property Owner agrees to operate the system within those parameters.
3. Payment of any taxes, assessments, permit fees or service fees/charges required or assessed by any regulatory agency are the sole responsibility of the Property Owner.
4. Property Owner agrees to pay invoices within 30 days of receipt. Failure to pay in a timely manner may result in termination of Agreement.
5. Property Owner acknowledges that proper maintenance by an AST is required for the Manufacturer's Warranty to be in effect.

Additional Terms and Conditions:

The EnviroServer ES Series Owner's Manual must be strictly followed for the Manufacturer's Warranty to be in effect. This Agreement covers preventative maintenance only; repairs, replacement of consumable parts, pumping of sludge, etc. will result in additional charges to the Property Owner. AST assumes no responsibility for maintaining or repairing any fixtures, venting or piping that feeds the system, unless noted otherwise. The AST and Property Owner acknowledge that Property Owner has received a copy of the Owner's Manual and the AST has made a reasonable effort to explain all pertinent information to the Property Owner. Property Owner acknowledges that MicroSepTec is not party to this Agreement and shall bear no responsibility for anything contained herein.

Fee Schedule:

Annual Fee for this Agreement is \$ _____, Paid _____

Additional Fees: _____

Property Owner Signature : _____

Service Provider Signature: _____

Printed Name: _____

Printed Name: _____

Contact Information: _____

Contact information: _____