



2-Year AdvanTex® Service Contract

For AX20N and AX20RT in the State of Oregon

Parties:
(AdvanTex® Service Provider)

NAME _____
ADDRESS _____
CITY, STATE, ZIP CODE _____
TELEPHONE _____
E-MAIL _____

And:
(Customer)

NAME _____
ADDRESS _____
CITY, STATE, ZIP CODE _____
TELEPHONE _____
E-MAIL _____

System Location:

ADDRESS _____
CITY, STATE, ZIP CODE _____
LEGAL DESCRIPTION _____

Agency Contact Information:

AGENCY _____
ADDRESS _____
CITY, STATE, ZIP CODE _____
TELEPHONE _____
E-MAIL _____

Date: _____

NOW, THEREFORE, in consideration of the terms, provisions, covenants and conditions contained herein, the Parties hereto agree as follows:

1.0 Performance of Basic Services

The AdvanTex Service Provider, shall perform the System Inspection/Service Visits during the 24-month period after installation, as marked:

Inspection/Service Visits ¹	3-6 months	_____ X _____
	6-12 months	_____ X _____
	12-18 months	_____ X _____
	18-24 months	_____ X _____
Alarm Response		_____ _____
Other Services ²	System Monitoring	_____ X _____
	Reporting	_____ X _____

¹As required by NSF, these services will be included as part of the initial purchase of the system.

²These services may be paid for during purchase or at a later date, when the work is performed.

These services shall be performed during normal business hours Monday through Friday (excluding national holidays) on a pre-scheduled basis and as the AdvanTex Service Provider deems necessary or advisable.

At each service visit the System shall be inspected and serviced in accordance with the instructions in the Systems O&M Manual. Additionally, an effluent quality inspection consisting of a visual assessment of color, turbidity, and scum overflow and an olfactory assessment for odor shall be performed.

The Service Provider will affix a “For Service, Call _____” label near the control panel’s alarm signal and fill in his or her phone number.

Performance of the 2-year Inspection/Service visits shall include notification of needed repair, replacement or addition of parts used in the system.

The Service Provider shall provide emergency service within 48 hours of a service request.

The Service Provider shall be responsible for submitting the annual report and annual evaluation fee to the appropriate regulatory agency as required in OAR-071-0345.

The Service Provider shall notify the owner in writing if any improper system operation cannot be remedied at the time of servicing. The written notification shall include an estimated date of correction.

2.0 Term of Agreement

This Agreement shall be for the period of 24 months from the date of System start-up, unless otherwise terminated or canceled by either party as provided herein.

3.0 Definitions

For purposes of this Agreement, the following definitions shall apply:

- 3.1 “System Monitoring” shall include the collecting and processing of data transmitted by telemetry, PDA, laptop computer or other for evaluating the operating parameters of the treatment system, including alarm notification. It shall also include all sampling and laboratory information.
- 3.2 “System” shall mean an AdvanTex AXN or AXRT NSF/ANSI Standard 40 certified wastewater treatment system.
- 3.3 “System Start-up Date” shall mean the date the System begins operating for its intended purpose.

4.0 Charges

The basic services, including service, inspection, effluent quality evaluation, and service, shall be included with the purchase of the System. Optional, additional services shall be provided at the agreed upon contract price and terms. The annual report and annual evaluation fee required by DEQ is not optional, and may or may not be included in the cost of

basic services. Refer to Service Provider's fee schedule for an outline of the cost of basic services and optional services to be provided under this contract.

All charges for optional services shall be due and payable within thirty (30) days of the Customer's receipt of Service Provider's invoice. The Customer shall pay Service Provider a late payment charge of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Service Provider is in arrears.

5.0 Warranty

The AdvanTex Service Provider warrants that all Services shall be performed in a good and workmanlike manner and that Service Provider will correct any System errors, malfunctions, or defects directly caused by Service Provider's failure to perform the Services and Additional Services in such manner.

6.0 Limitation of Liability

The sole liability of the AdvanTex Service Provider under this agreement shall be to correct any errors, malfunctions or defects in the system directly caused by the AdvanTex Service Provider's failure to perform any services in a good and workmanlike manner pursuant to Section 4 above. In no event shall the Service Provider's liability to the Customer hereunder exceed the total of the amounts paid to the Service Provider hereunder by the Customer. In no event shall the AdvanTex Service Provider be liable to the Customer or any third-party claimant for any indirect, special, punitive, consequential or incidental damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, whether based upon a claim or action of contract, warranty, negligence or strict liability or other tort, breach of any statutory duty, indemnity, or contribution or otherwise, even if the Service Provider has been advised of the possibility of such damages.

7.0 Termination/Cancellation

This Agreement may be terminated or canceled only upon:

- Written notice by one Party effective as of the effective date thereof if the other Party is in default of any provision of this Agreement and such default is not cured by the defaulting Party within fifteen (15) days after the effective date of said notice from the non-defaulting party, or by the mutual written agreement of both Parties.
- Copy of such written notice shall be forwarded to the regulatory agency.

8.0 Miscellaneous Provisions

This Agreement is personal in nature and may not be delegated, assigned or transferred by either Party without the prior written consent of the other Party.

The laws of the State of Oregon shall govern this Agreement.

The homeowner shall be responsible for complying with the AdvanTex Homeowner Manual and AXN Homeowner's Manual Supplement provided to them with the purchase of the system.

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the Parties at the addresses shown on the first page of this Agreement. Any notice or other communication shall be deemed given at the expiration of the second day after the date of deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party as provided in this Section.

AdvanTex Service Provider

Customer(s)

Name: _____

Signature: _____

Title: _____
