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(Optional)

# Title of Company

Company Tagline

Contact Info | Certification # | License # (if applicable)

## Alternative System Service Contract in State of Oregon

(As required by OAR 340-071-0132 and related rules)

### 1. Parties

This Maintenance Agreement is entered into between:

#### Certified Maintenance Provider (Service Provider):

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

AND

#### Customer (Owner):

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Property Address: \_\_\_\_\_

Legal Description (Tax Lot): \_\_\_\_\_

#### Local Onsite Wastewater Agency (Agent):

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## 2. System Information

**Type of System:**

- ☐ ATT    ☐ Pressurized Distribution    ☐ Conventional Sand Filter    ☐ Bottomless Sand Filter    ☐ Recirculating Gravel Filter
- ☐ UV    ☐ Silt Trap/Tile Dewatering    ☐ Other \_\_\_\_\_

Make & Model (ATT Only): \_\_\_\_\_

Serial Number (if applicable): \_\_\_\_\_

Assembly/Mode (if applicable): \_\_\_\_\_

Permit Number: \_\_\_\_\_

Projected Daily Sewage Flow: \_\_\_\_\_ gallons per day (gpd)

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

## 3. Performance of Services

A. Services will occur during normal business hours (Monday-Friday, excluding holidays) and on a pre-scheduled basis.

B. Each inspection shall include the service required in OAR 340-071-0132 and detailed in Schedule A and as follows:

1. Conditions in the absorption area and the treatment unit, if applicable, are observed, recorded, and provided to the property owner in writing.
2. For ATT systems only, an effluent quality inspection:
  - Visual assessment for color, turbidity, and scum overflow.
  - Olfactory assessment for odor.
  - Sampling or performance testing if necessary to confirm compliance.
3. Verification that components are functioning per manufacturer and DEQ specifications.
4. Notification to the Owner about the need for repair, replacement, or addition of parts.

#### 4. Schedule of Services

The Service Provider shall provide emergency service within 48 hours of a service request and as follows:

##### A. Initial 24-Month Service Period for Systems First Placed in Operation

Service Interval	Inspection/ Service	Effluent Quality Check	Alarm/ Control Test
3-6 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-12 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12-18 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18-24 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

##### B. Ongoing Service

Service Interval	Inspection/ Service	Effluent Quality Check	Alarm/ Control Test
3-6 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6-12 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12-18 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18-24 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 5. Reporting

A. The Service Provider shall be responsible for submitting the annual report and annual evaluation fee to the appropriate regulatory agency as required in OAR 340-071-0132.

B. The Service Provider shall notify the system Owner and Agent in writing within thirty (30) days about any improper system function that cannot be remedied during the time of inspection, including any necessary repairs to comply with OAR 340-071-0215, and include an estimated date of correction.

#### 6. Term of Agreement

This Agreement shall become effective on the date the system is placed in operation or when a new agreement for an existing system in operation is executed. A system is placed into operation the date a Certificate of Satisfactory Completion is issued or when the system is connected to plumbing, whichever occurs last. It shall remain perpetual and continuous until the system is decommissioned, or the contract is terminated in accordance with Section 9.

## **7. Owner Responsibilities**

The Owner shall:

- Provide system access for maintenance.
- Operate the system per approved manual and Service Provider recommendations.
- Report alarms or odors to the Service Provider.
- Report surfacing effluent immediately to the Service Provider and Agent.
- Apply for repair permits when required.

## **8. Termination**

This Agreement remains in effect until the system is decommissioned or the contract is terminated. This Agreement may be terminated or canceled only upon:

- Non-payment;
- Written notice by one Party as 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
- At will by written notice from either party.

The Service Provider shall notify the owner and local onsite wastewater agent in writing of service contracts that are terminated within thirty (30) days of their termination.

## **9. Warranties**

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 defect directly caused by Service Providers failure to perform the Service

## **10. Miscellaneous Provision**

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.

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.

## 11. Signatures

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Service Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

EXAMPLE