

EXTENDED MAINTENANCE AGREEMENT for *XO2-B*

This agreement is intended to facilitate quality control assurance for the *XO2-B* system. By maintaining a high level of design and construction standards most of the causes of system failure can be eliminated. System usage and maintenance are the final items that will determine system performance. Therefore, the following is offered.

This agreement is made between the "Provider" and property owner ("Owner").
Provider makes no warranties, expressed or implied.

A. PARTIES

1. Provider:
Business Name: _____
Mailing address:
Street: _____
City: _____, OR Zipcode: _____
Phone number: _____
Email address: _____
2. Owner:
Name:
Mailing address:
Phone:
Email:
System Address (Where sewage originates):
Tax Account Number:

This agreement shall be in effect for a period of thirty -30- days after written notification of cancellation from either party to the other party. This agreement is valid from _____ to _____. Inspections shall occur, then thereafter. The cost for each inspection shall be _____. Inspections will be made per Oregon State rules and local regulations.

Transferability: Provided all fees and costs are paid current and Owner is not otherwise in default under any of the terms of this Agreement, this agreement is transferable from an Owner to a grantee of the property with the system address listed above.

The "New Owner" must sign a new Extended Maintenance Agreement within thirty -30- days of the transfer of the real property, otherwise the transfer of the rights under this Agreement are void. It is the responsibility of Owner to notify Provider of said title conveyance.

B. Operation & Maintenance:

Owner agrees to pay a fee for each site inspection authorized by Owner. Owner will be charged standard rates, as determined by Provider, for any and all service calls and agrees to pay all fee(s), according to Provider's standards rates for those services authorized by Owner.

In the event that fees are not paid by the date required on the invoice, this agreement can be considered void until such time all fees are paid in full; provided, however, notwithstanding any contrary provision in this Agreement.

If these fees (or any other costs or fees to be paid by Owner according to the terms of this Agreement (including the payment of attorneys fees if Provider has to retain an attorney to enforce the provisions of this Agreement)) are not paid within thirty (30) days of the invoice date for such costs or fees, this entire agreement can be considered void.

For the payment of site visit fees, Provider will perform routine monitoring, which will include inspections according to the frequency required by local and/or State codes. Items included during a site visit are:

XO2-B: Every six months: flush *OSCAR* coil drip lines, back-flush and clean disc filter, (see start up procedures in install manual pages 16-18) and inspect *XO2-B* for surfacing liquid or odors. If the low air alarm is going off check the filter for the air blower and the diffusers for sludge build up. Replace components as needed. All findings will be reported in writing to Owner and local health jurisdiction.

Measure the sludge and scum accumulations in the septic, recirculation, and pump tanks, check effluent for clarity (visual inspection), check all electrical equipment for proper function, calculate flows and re-calibrate dose settings if required, measure residual pressure in pressure laterals, and check for ponding in drain field trenches. All findings will be reported in writing to Owner and local health jurisdiction. This agreement does not cover the cost of replacing any component of the onsite sewage treatment system being inspected.

Septic and pump tank(s) shall be pumped when 1/3 of the original clarified zone (this is an industry-defined term) of the septic tank has accumulated solids or when it is necessary to help correct high levels of CBOD5 or TSS or O&G (oils and grease). Pumping will be at an additional cost to Owner.

By signing this agreement, Owner acknowledges receipt of an Operation and Maintenance Manual. Further, Owner understands and agrees **not** to dispose of toxic or biologically harmful substances (including hazardous material) down the house drains. Examples of toxic or biologically harmful substances include, but are not limited to, the following:

Bleach or chlorine (other than normal laundry use), phenol based sanitizers, unused medications, paint, oils, drain cleaners, or septic tank additives.

“Hazardous Material” means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Oregon or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment.

C. Other Provisions:

Waiver: The waiver by Provider of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

Marginal Headings: The marginal headings of this Agreement are not a part of this Agreement and shall have no effect upon its construction or interpretation.

Time: Time is of the essence of all of the provisions of this Agreement.

Attorneys' Fees: In the event a party retains an attorney to enforce any term or condition in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including the fees of its attorneys in such action or proceeding (this includes fees and costs incurred prior to filing suit (and fees and costs, even if no suit is brought), prior to arbitration or mediation, and fees incurred if there is any appeal).

Severability: Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision and such other provision shall remain in full force and effect.

Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Choice of Law: This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in _____ County Superior Court, Oregon, and the parties agree to the personal jurisdiction of said court.

Hold Harmless: Owner agrees to indemnify and hold harmless Provider, its successors, heirs and assignees, directors, officers, employees, and agents from any and all damage of any kind and for any reason, including damage to the Onsite System or to Owner's property (both real and personal property), except for any damage due to the gross negligence of Provider. In any event, damages will be limited to the cost of inspections.

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Prior Agreements: This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be binding on any party unless fully executed by all parties.

Access: Owner shall not inhibit access to any maintenance points (Examples of maintenance points are: septic tank and pump tank man ways, inspection ports, manifold valve boxes,

and control panel. This list may not be inclusive). Any encroachments that inhibit access will preclude said item to be inspected and will be recorded on reporting documents. Provider reserves the right to determine what constitutes an inhibition of access.

By signing this Agreement, the parties agree to all its terms and conditions.

PROVIDER:

DATE

By: _____

(Date)

Its: O&M Program Coordinator

OWNER:

(Print name)

(Date)