



**MAINTENANCE SERVICE, MONITORING, AND INSPECTION
CONTRACT FOR ONSITE WASTEWATER TREATMENT SYSTEM**

It is hereby agreed this 14th day of October, 2019 by and between Septic Check (Service Provider) and Client:

Client Name and Site Address	
Name:	Darlene Panushka
Street Address:	44477 238 th Lane
City, State, Zip:	Aitkin, MN 56431
Parcel ID:	11-1-111300
LGU:	Aitkin County
Treatment System:	Type III - Mound

That in consideration of the payments provided herein, the Service Provider shall provide services to perform preventative maintenance, monitoring, and inspection of the Onsite Wastewater Treatment System (OWTS) located at the property described in this Contract.

Each inspection visit includes an examination of the OWTS per this Contract and a follow-up report. The report shall contain status of conditions and recommended corrective measures or replacement parts if deemed appropriate. The Service Provider is authorized to submit a copy of the report to the Local Governmental Unit (LGU) listed above.

This Contract does not assume any responsibilities or obligations which are normally the responsibilities of the Client as related to parts or labor, and does not extend to cover any costs that may be associated with any recommendations made under this Contract.

The Service Provider will only contract or subcontract for parts or labor after Client authorization. Billings for service calls outside of this Contract shall be made on a case-by-case basis. This Contract covers listed services and does not cover alarm calls of any kind.

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DISPERSAL FIELD

The Service Provider shall be provided access to the site and the system in order to perform the following services as indicated:

SEPTIC TANK AND LIFT STATION(S) INSPECTION

- Check septic tank and compartments for solids build-up and general appearance. If necessary, recommend pumping when 25 to 33% of the operating levels contain solids.
- Inspect the septic tank baffles, inspection pipes, risers, and lids for structural integrity.
- Check pumping system, including control panel and floats (if applicable).
- Record and date the readings of flow measurement devices (if applicable).
- Check dosing settings in the control panel (if applicable).
- Check and clean effluent screen(s) (if applicable).

Other:

*****The cost of tank or lift station pumping is the responsibility of the Client and is not included in this Contract.***

TREATMENT DEVICE

- Inspect system per manufacturer's recommendations (if applicable).
- Inspect and clean any parts per manufacturer's recommendations.
- Inspect the appearance of the wastewater inside the unit for color and turbidity, and check odors.

Other:

*****The cost of the replacement bulb is the responsibility of the Client and is not included in this Contract.***

****Mowing is not included in this Contract.**

√ Inspect for visible signs of failure (surface discharge, soggy ground, wet spots, settling, etc.).

√ Check inspection pipes for evidence of ponding.

√ Inspect and clean lateral lines when necessary.

****The cost of cleaning lateral lines is the responsibility of the Client and is not included in this Contract.**

In no event shall the Service Provider be responsible for special or consequential damages including but not limited to loss of time, injury to personal property or any other consequential damages or incidental or economic loss due to equipment failure or for any other reason. This Contract does not assume any responsibilities or obligations which are normally the responsibility of the Client related to parts or labor, and does not extend to cover any costs that may be associated with any recommendations made under this Contract.

Contract Terms

Contract Effective Date:	Upon acceptance of this Contract, automatic annual renewal.
Frequency of Regular Service Visits:	1x per year
Cost for Maintenance Contract:	\$160/year to include regular service visits and reporting with annual price increases equivalent to the Regional Consumer Price Index (CPI) to cover variable costs such as fuel, materials, and laboratory fees (average 3% per year approximately).
Billing Dates:	\$160 after each regular service visit is complete
Alarm/Emergency Call Charge:	\$85/hour business hours, \$115/hour non-business hours
Expected Repair Budget:	\$300/year

The expected repair budget above is a recommended planning amount to cover expected repair/replacement costs associated with your treatment device. Other costs for items such as tank pumping and cleaning, pump or other component replacements are not expected to be covered by the amount.

OUTSIDE SCOPE OF CONTRACT

- **Alarm Response:** Service Provider will be available to respond to alarm conditions as notified by the owner or automatic dialer (if installed). A typical response time is three to six hours and within 24 hours. Some alarms may need to be responded to immediately.
- **Repairs:** Parts/material costs will be as needed for each repair. Estimates for repairs can be provided before work starts if you prefer, although some potential alarm conditions may not permit delay.
- **Tank pumping and other services:** Services not covered in this Contract will be billed by outside vendors directly to the Client. In the event Service Provider pays vendor for said services, the Client will be billed for the service cost plus 10%.
- **Additional sampling:** Any additional required sampling shall be billed separately.

SLUG LOADS AND ACCIDENTAL SPILLS

Service Provider is not responsible for any illicit discharges into the wastewater system that may harm the treatment efficiency such as: accidental release of cleansers/oils, pharmaceuticals, feminine products, rags/paper towels, condoms, grease or food products, volume of water or high strength waste beyond system design, or other chemical discharges. Trucking or hauling the waste may be required in those circumstances at the cost of the Client.

The Service Provider agrees to provide inspection, monitoring, and routine maintenance service only under this Contract. The Client remedies for breach of this Contract shall be limited to refund of any amounts paid in advance for service. The Client or operator may terminate this agreement, without cause, upon 30 days written notice.

Client:

Service Provider:

Sign: Darlene L. Panushka
Signed by: Darlene L. Panushka
Date: 10-21-19

Sign: 
Signed by: Brian Koski, Owner, Septic Check
Date: 10/14/19