

2nd  
Contract



## Operations & Maintenance Agreement Contract

This service contract has been agreed upon by \_\_\_\_\_  
(Owner 's Name & Address) \_\_\_\_\_ (Legal Property Description)  
Start date – Complete Date \_\_\_\_\_ Contracted By \_\_\_\_\_  
(Service Provider/Company Phone Number) on this \_\_\_\_\_ day of \_\_\_\_\_ (month and year)  
With proper documents \_\_\_\_\_ (Permit Requirements).

The service provider has agreed to provide \_\_\_\_\_ visits at \_\_\_\_\_ intervals (typically four visits at six-month intervals) to perform operation and maintenance services for the <sup>to EPA</sup> owner's aerobic treatment unit. This includes the completion of any required reports, at all intervals required to maintain compliance with Oregon DEQ ATT rules and permit requirements. The service activities will be provided and completed in accordance with the terms and conditions attached to this agreement.

Specific activities are listed in the "6 Month Service Checklist" form and should also include the following:

- Determine if tank pumping is needed by measuring the sludge in the pre-treatment and treatment compartment.
- Inspect the tank and other components for water tight seals.
- Inspect any floats/switches, controls, pumps and electrical components in the system for correct operation and functionality.
- Inspect and clean the filters (if applicable).
- Inspect and flush the system piping (if applicable).
- Inspect the pumps and valves for proper operation, pressure, and/or flow (if applicable).
- Inspect any additional system components which have been added.
- Record pump cycles, flow, and all other relevant information or system problems.(if applicable).
- Complete the report and summarize the service performed, note any conditions which may require additional attention, document any corrections made and any recommendations you may see fit. Provide the owner a copy of all the paperwork.
- The summarized report must include any repairs that must be made outside of the current visit and an estimate of the cost of the repairs and the time of completion.

This agreement shall last for the term of \_\_\_\_\_

The fee for the service provided under this agreement shall be \$ \_\_\_\_\_  
Payment shall be made upon the signing of this agreement.

Additional fees for any service, installation, or replacement parts shall be discussed and agreed upon before it is performed.

The service provider shall provide additional unscheduled services and materials upon notification of any condition that the service provider believes can adversely affect the operations of the ATT.

The undersigned owner acknowledges and agrees that the information above is correct and complete. The owner also agrees to pay all charges under the agreement when done.

\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
System Owner

\_\_\_\_\_  
Printed name



## **Terms and Conditions**

(These may be altered by local *Jet Inc.* Distributors)

- 1.) **Provisions of Services-** The owner and service provider have agreed that the services are provided on an as needed basis to fulfill the owner's responsibility to operate and maintain the system in accordance with the Oregon DEQ regulations. The parties acknowledge that regulations can change and there may be an increase in the level of service which was initially agreed upon.
- 2.) **Owner's Obligation for System Maintenance-** The owner must promptly notify the service provider of any known defects, problems, or complaints.
- 3.) **Unscheduled Visits-** Upon notice by the owner or Oregon DEQ, the service provider shall be required to perform emergency services, which may include repairs and replacements. These will correct conditions which can pose or are likely to pose a risk to the ATT, public health, public safety, or the environment. The owner will be responsible for paying the service provider for additional services and products.
- 4.) **Access-** The owner will grant the service provider access to the ATT for service included in the agreement.
- 5.) **Natural and Man-Made Events Excluded-** The service provider will have no liability or obligations in connection with any damage resulting from electrical outage, storms, flooding, lightening, earthquakes, or any act of God. The owner will then be responsible for all costs incurred in connection with such events.
- 6.) **Delays-** The service provider shall not be liable for delays in performance or non-performance caused by circumstances beyond control. Such events include but are not limited to storms, flooding, fires, government actions, labor strikes, labor shortage, or the inability to obtain materials, equipment or transportation.

- 7.) **Fees-** The service fees are listed below. The service provider must provide at least 30 days notice of rate changes.
- **Monday-Friday 8:00am-5:00pm** \$ \_\_\_\_\_/hr
  - **Monday-Friday Non-business hours** \$ \_\_\_\_\_/hr
  - **Saturday and Sunday** \$ \_\_\_\_\_/hr
  - **Travel Time** \$ \_\_\_\_\_/hr
- 8.) **Payment-** The owner shall pay for the services provided in accordance with the payment terms listed on invoices submitted by the service provider. Unpaid balances remaining after \_\_\_\_\_ days from the date of the invoice shall accrue interest at a rate of \_\_\_\_\_% per month. The owner is also responsible for paying all attorney fees and expenses, court costs, and any other costs incurred by the service provider to collect any overdue balances and interest.
- 9.) **Termination-** Failure to pay may result in the service provider terminating the agreement without notice and shall have no further obligations if any amount remains unpaid after \_\_\_\_\_ days from the date of the invoice.
- 10.) **Service Provider Liability-** The service provider's liability under this agreement for any defect or failure is limited to an exchange of the product and/or a return of the amounts paid for service/materials. No claim shall exceed the total paid for the service/materials for which damages are claimed. The service provider is not liable for lost profits or incidental damages.
- 11.) **Non-waiver-** No action or inaction on the part of the service provider shall be deemed a waiver of rights, remedies, breaches, or subsequent defaults by the owner in the performance of or compliance with the terms of this agreement.
- 12.) **Transferability-** This agreement can not be transferred, delegated, or otherwise assigned to any party without the prior written consent of the service provider. This agreement and the rights and obligations may be assigned by the service provider without the consent of the owner, provided such assignment is to another *Jet Inc.* certified service provider.
- 13.) **Severability-** If any term or provision of this agreement is deemed to be invalid or unenforceable, such a determination will not affect any of the remaining terms and provisions. All such remaining terms and provisions will remain in full force and effect.
- 14.) **Required Mediation-** All parties will agree that any disputes, including the construction or application of this agreement, shall be submitted to mediation between the service provider and owner. All items must be fully documented. If the mediation does not result in a mutual settlement within one year from the date submitted, each party has the right to enforce obligations in a court of law. All reasonable attorney fees, court costs, and expenses incurred by the prevailing party are to be paid in full by the other party, as allowed by the applicable law.
- 15.) **Modifications-** The terms of this agreement can only be modified if all involved parties have given a written agreement.