

**CLASS 4 SEWAGE SYSTEM
SERVICE and MAINTENANCE AGREEMENT**

for

BioBarrier® Sewage Treatment System

Authorized Sewage System Service and Maintenance Provider

Cromar Environmental

1000090457 Ontario Inc.

1306 Colborne Street East (Unit 1), Brantford ON

Mailing Address: Cromar Environmental PO Box 22015 STN Brantford East, Brantford, Ontario N3S 3S0

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Sewage System Owner

Name: _____

Sewage System Location

Street Address: _____

City: _____ Ontario, Postal Code: _____

Telephone No: _____ Telephone No: _____

Email Address: _____

Owner Mailing Address: _____ (if different than Address above)

City: _____ Province/State: _____, Postal/Zip Code: _____

Equipment

BioBarrier® Model Number: BBRR _____ Serial Number: _____ Activation Date: ____/____/20____
(Day) (Month) (Year)

Installed by: _____ Permitting Authority: _____
(Municipality/Health Authority/Building Official)

Whereas, the Owner has purchased and installed the Equipment according to the equipment manufacturer instructions and whatever necessary local Regulatory Authority permitting requirements and wishes to enter in an agreement for Service and Maintenance. *and whereas*, the Maintenance Provider is an Authorized Service and Maintenance Provider as required by Provincial Regulation and, *and whereas*, the BioBarrier® unit is supplied with an inspection service as set out below, the following are the accepted terms and conditions of this agreement as witnessed by the signatures below as duly dated and signed.

System Owner's Signature: _____ Print Name: _____

Date Signed: ____/____/2024
(Day) (Month) (Year)

Cromar Environmental Signature: _____ Print Name: John Martin

Date Signed: ____/____/2024
(Day) (Month) (Year)

SERVICE FEES

1. Annual Service Inspection Fee - includes 2 inspections, travel time & travel cost included
Prepaid annually\$ 389.00 /year (plus HST)
2. Return or Additional Service Call (due to inaccessibility or further repair) \$ 125.00 /hour (plus HST)
3. Effluent Sampling (See SAMPLING FREQUENCY on Page 2) Fees Extra
4. After Hours Emergency Service..... \$ 175.00 /hour (plus HST)
 - Travel time & cost are not included in the above charges unless noted.
 - Parts and Labour costs not covered by Manufacturer Warranty are not included.
 - All prices are subject to an annual increase.

SERVICE FREQUENCY

BioBarrier® Treatment unit, air blower and effluent filter, twice per year at approximate six month intervals.

- A factor such as weather inhibiting travel may determine time and date of inspections.

SAMPLING FREQUENCY

Effluent sample frequency shall be annually or as per Ontario Building Code and any local Regulatory Authority requirements for design of overall system. Cost of sampling is not included in this agreement due to the varying charges and handling directions put forth by laboratories, and varying distance to their location.

- This cost must be approved by Sewage System Owner prior to sample process.

Agreement Terms and Understanding

1. The Sewage System Owner acknowledges receipt of a copy of the Owner's Manual including the Standards of Good Practice for the operation and the use of the Equipment and agrees to comply with the recommendations contained therein and to ensure that the daily design sewage flow rate is not exceeded.
2. The Maintenance Provider shall service and maintain the Equipment in accordance with the specifications and instructions of the equipment manufacturer as published at the time of installation.
3. The INSPECTION SERVICE is to be carried out by Cromar Environmental or its Authorized Maintenance Provider and is only on the BioBarrier® unit. The inspection service terms and conditions are that, from the activation date of the BioBarrier® or from date of occupancy permit or whichever is soonest, there shall be regular six month inspections of mechanical and electrical components as well as effluent quality consisting of a visual check for colour, turbidity, scum overflow and examination for odours. The Maintenance Provider will notify the Owner of the conditions and if necessary, provide an estimated cost of any repairs and parts that may not be covered by manufacturer warranty. The costs of repairs must be approved by the Owner before repairs are conducted.
4. The Maintenance Provider shall provide qualified workmen to perform the routine inspection and adjustment of components essential to the functioning of the Equipment and to repair or replace parts as required. Parts under warranty from the Manufacturer shall be replaced under the terms of the warranty.
5. Not included in this agreement are the costs of (1) pumping out of the Equipment, and (2) the sampling/testing of effluents, if required, (3) replacements parts not covered by warranty or repairs caused by incorrect installation. In the event that the Maintenance Provider incurs the costs of pumping out, sampling, testing, or replacement parts & labour, the incurred costs shall be charged to Owner.
6. Sewage System Owner shall guarantee to the Maintenance Provider free and safe access to the Equipment. In the event(s), such as an animal, locked gate, access risers covered by sod, stones or mulch impede access to the Equipment, the service personnel shall not service the Equipment and a Return Service Call Fee shall apply if approved by Owner.
7. The Sewage System Owner shall pay for the services. Non-payment terminates this agreement effective upon date of non-payment. This agreement shall be reinstated upon payment of delinquent fees. Fees do not include Provincial or Federal taxes, when and where applicable.
8. The Sewage System Owner agrees to abide by the written recommendations of the Maintenance Provider for the operation, service frequency, pump-out frequency, maintenance, and repair of the Equipment, notwithstanding that the Owner shall adhere to the terms of any applicable laws or regulations.
9. The Maintenance Provider shall not be held liable or responsible for any loss or damage resulting from the service and/or maintenance performed hereunder or delays in servicing the Equipment due to any cause whatsoever.
10. This agreement becomes active from the date signed or upon receipt by Maintenance Provider of the annual fee prepaid, and shall be binding on their heirs, successor, or assigns. Upon receipt of the mutually agreed annual service fee for the following year, this agreement shall be renewed for an additional one year. In the event of transfer of title of the property, any unused time of this agreement is automatically transferred to the new Operator/Owner. The Sewage System Owner shall advise the next Owner of the terms of this Service and Maintenance Agreement.

*****Both Pages of this agreement must be received by the Sewage System Owner*****