



Customer ID: _____

For Office Use:

Permit No. _____

Brand / MFG: _____

System Serial No. _____

SERVICE CONTRACT v2.3

This Agreement for Service (this "Agreement") is hereby made on this ____ day of _____, 201__, by and between San Aerobic ("Service Provider")

SAN AEROBIC
17803 LA CANTERA TER, STE 8313
SAN ANTONIO, TX 78256
(210) 260-6587

and _____ ("Owner"),

Owner/Owner's Rep Name Company (If Commercial Contract)

Property Address

City, State & Zip

Phone

Alt. Phone / Fax

County

Email

collectively referred to herein as the "Parties" and individually as the, or a "Party". This Agreement shall not be entered into, nor commence until the day of LTO (License to Operate) issuance, if said system is new and awaiting license/permit; or for an existing, licensed system, this Agreement shall commence on the date chosen by Owner and designated in *paragraph 1B* on the second page of this Agreement.

WHEREAS, Owner desires to obtain the services of Service Provider; and

WHEREAS, Service Provider agrees to provide to Owner the services he/she so desires (the "Services");

NOW, THEREFORE, the Parties agree that Owner shall obtain and Service Provider shall provide the subject Services pursuant to the following terms and conditions:

TERMS AND CONDITIONS

1. SERVICES

A. Owner and Service Provider hereby acknowledge and agree that Service Provider shall provide to Owner the following Services, in accordance with the terms and conditions of this Agreement as follows:

- i. As maintenance provider for Owner's aerobic system, San Aerobic must provide and perform a complete system inspection, as required by County and Texas State Law, every four (4) months. Inspections include the following:
 - a.) Visual inspection by TCEQ licensed Maintenance Provider or Maintenance Tech.
 - b.) Sludge measurements of all accessible chambers (sludge measurements will be noted on every report).
 - c.) Determination if pumping is needed.
 - d.) Adjustments of electrical and mechanical equipment.
 - e.) Testing of sprinkler system, aerator, discharge pump and alarms.

2. PRICING AND PAYMENT OF SERVICES

- A. The cost for most single-system residences is \$300.00 for One (1) year or \$500.00 for Two (2) years. For residences with more than one septic system, these amounts would be multiplied by the number of systems existing on the property. Some residences shall be considered “Special Residences”, and therefore will be quoted a price by Service Provider. The cost for businesses, schools, churches, or any other commercial property is dependent upon the number of inspections required per year, as some are monthly, others being bi-monthly, every four (4) months, or every two (2) months—totaling six (6) inspections per year.

New systems installed by Rob Wise Construction qualify for half price: One (1) year for \$125.00 or Two (2) years for \$200.00.

- i. The agreed cost of this Service Contract is \$ _____ .00; Payment in full is required upon both Parties signing this Agreement.
- B. Service Calls on major components, discharge pumps, compressors, and aerators, are included in price of component, therefore in these instances, Owner will only be responsible for the installed price of the component to be repaired/replaced. Owner will be quoted, and must approve repair costs before Service commences. On large jobs, a price will be quoted and agreed upon between parties prior to commencement. For any other requested service, the fee for a Service Call during normal business hours (8am-6pm) Monday thru Saturday is \$125.00. The fee for after hours/emergency Service Calls after 6pm M-Sat or anytime on Sunday is \$200.00.
- C. Owner and Service Provider hereby acknowledge and agree that Owner shall pay any and all invoices received from Service Provider by way of check, certified check, money order, credit card, cash, PayPal, or by such other means as Owner and Service Provider may agree in writing.

3. SERVICE CALLS

If Owner has an alarm that has gone off and requires immediate service or help of any kind, the Service Call fee is applicable. In this case of emergency, Service Provider will respond within twelve (12) hours. If Owner’s system needs adjustment (i.e. Timer or sprinkler adjustment), but there is no immediate urgency, and service can wait (up to 4 days), then the Service Call Fee will be waived.

Sometimes during a routine inspection or service call, safety issues arise. An example would be a cracked or broken lid that needs to be repaired or replaced right away. In this case, and in this case only, it would be necessary for the Service Provider to go ahead and make the necessary repairs, with or without prior notification to the Owner. This is the only time a Service would be rendered without the knowledge or consent of the Owner. In this type of situation, the Service Provider will leave an invoice at Owner’s residence, detailing the charges and repairs made and/or parts replaced.

4. LIMITATION OF LIABILITY

- A. Subject to Owner’s obligation to pay the Service Fee to Service Provider, either of the Parties liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of either Party’s obligations under this Agreement and every applicable part hereof shall be limited to the aggregate amount of the Service Fee of this Agreement.
- B. To the extent permitted by applicable law and subject to Owner’s obligation to pay the Service Fee to Service Provider, in no event shall either Party be liable for any loss of profits, goodwill, loss of business, loss of data, or any other indirect or consequential loss or damage whatsoever.
- C. Nothing contained in Paragraph 5.B shall serve to limit or exclude either party’s liability for death or personal injury arising from each Party’s own negligence.

5. REPRESENTATIONS AND WARRANTIES

- A. Service Provider hereby represents and warrants to Owner that it shall perform any and all Services for Owner with reasonable care and skill and that the Services provided to Owner as contemplated in this Agreement shall not infringe or violate any intellectual property rights or other rights of any third parties.
- B. If Owner is, at any time, unsatisfied with any of the Services provided, the entire Fee of this Service Contract will be refunded, minus an appropriate fee for any inspections already performed. The cost of an inspection is the cost of the Service Contract Fee divided by the number of inspections it includes.

6. TRANSFER OF OWNERSHIP

In the case that Owner is selling his/her property during the Maintenance period designated per this Agreement, Owner is not entitled to a refund of the Service Contract Fee. Instead, the remainder of Service Contract transfers to new Owner.

7. MISCELLANEOUS

- A. Owner and Service Provider hereby acknowledge and agree that this Agreement shall become effective on the date first above written and shall continue, in full force and effect, unless and until it is terminated by either of the Parties hereto.
 - i. Either Party may terminate this Agreement upon written notice to the other Party if:
 - a.) Either Party to this Agreement is in breach of any of its obligations contained in this Agreement, and such breach is not remedied within fifteen (15) business days of written notice from the other Party.
 - ii. Service Provider reserves the right to terminate this Agreement for any reason he deems appropriate or necessary; in which case the Service Contract Fee will be refunded in part or whole, depending on number of inspections already completed by Service Provider. The amount refunded shall be equal to the Service Contract Fee, minus the cost of individual inspection (if one or more have been completed), multiplied by the number of completed inspections. Cost per inspection is calculated by dividing Service Contract Fee divided by number of inspections required.
 - a.) In the case Service Provider chooses to terminate this Agreement, Owner shall be notified in writing.
- B. MODIFICATION: No modification of, or amendment to, this Agreement, nor any waiver of any rights under the Agreement, shall be effective unless in writing signed by the Party to be charged; and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
- C. RELATIONSHIP OF THE PARTIES: Owner and Service Provider hereby acknowledge and agree that as to the Services performed by Service Provider under this Agreement, Service Provider's employees, agents, and/or subcontractors shall be independent contractors of Service Provider. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or relationship or otherwise between the Parties.
- D. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between Owner and Service Provider in respect of the subject matter herein and supersedes all previous negotiations, understandings, and agreements, verbal or written, with respect to any matters referred to herein. No amendment, change, qualification, waiver, cancellation, or termination of this Agreement shall be effective or binding unless executed in writing by the Party to be bound thereby. The failure at any time of any Party to insist upon strict performance of any provision of this Agreement shall not limit the ability of that Party to insist at any future time whatsoever upon the performance of the same or any other provision (except insofar as that Party may have given a valid and effective waiver and release).
- E. COUNTERPARTS: This Agreement may be executed in any number of counterparts, and by facsimile, and by email, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

- F. **INSURANCE COMPANIES & HOME WARRANTY COMPANIES:** The Service Provider will provide service to those whose property has been insured, and furthermore being repaired or replaced by an insurance company.

HOWEVER, Service Provider will not work directly with an Owner who involves, or is represented by, a Home Warranty Company as a third party that may be ultimately financially responsible for any services performed on Owner's property by Service Provider; and that insists on paying Service Provider directly, instead of reimbursing Owner, after Owner has paid Service Provider. If an Owner has a Home Warranty Contract on item(s) which needs repair or replacement and wishes to employ the services of Service Provider, the Service Provider will engage in such services, provided that the Owner agrees to pay Service Provider in full upon completion of said job (or by due date mutually agreed upon prior to the rendering of services), out of his/her own pocket. Service Provider will not work directly with the Home Warranty Company in any manner, nor wait to be paid by such company, rather than being paid upon completion of services by Owner. Service Provider will provide job estimates/quotes to Home Warranty Company; However, Owner is fully financially obligated to pay Service Provider, in full, in a timely manner, regardless of whether or he/she has been reimbursed by Home Warranty Company. Obtaining reimbursement or payment for said "covered" services, from Home Warranty Company, is entirely between said company and Owner of property, and has no bearing on the prompt and full payment by Owner to Service Provider. Owner **MUST PAY** Service Provider in full by due date; and Owner who is relying on, expecting and/or waiting for a Home Warranty Company to reimburse money paid to Service Provider, is doing so at his/her OWN RISK.

- G. **GATE CODES OR SPECIAL INSTRUCTIONS:** _____

IN WITNESS WHEREOF, Owner and Service Provider have hereby signed and executed this Agreement as of the day and year first above written; and Agreement will become "active" and officially commence as of the date designated on page 2, paragraph 1B.

OWNER

Owner/Owner's Rep Signature

Owner's Name (Printed)

SERVICE PROVIDER

Kristopher Wise
SAN AEROBIC
TCEQ Maintenance Provider
License No. MP0001901

RETURN THIS CONTRACT VIA U.S. MAIL or EMAIL TO:

SAN AEROBIC, 17803 LA CANTERA TER, STE 8313, SAN ANTONIO, TX 78256

EMAIL: service@SanAerobic.com