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SYSTEM O)) SERVICE INSPECTION AGREEMENT

Date: _____

Copy for:
 Homeowner / Make-Way Environmental Technologies Inc /
 Building Official

IMPORTANT System O))(Enviro-Septic System) is required under the ONTARIO BUILDING CODE (Section 8.9.2.3) to have an operating agreement in place.

Manufacturer's 20 Year pipe warranty is only valid when all the information below is supplied and the "Owner" and "Service Agent" have signed and annual inspections are maintained. It is the "Owner's" responsibility to ensure all sections are complete and copies returned to the "Service Agent" and to the "Building Official". Service inspections will take place annually. The "Owner" of System O)) will be notified by EMAIL of upcoming inspection. Inspection will not take place if completed agreement is not on file.

"OWNER"

* Name: _____

* Address: _____

Address: _____

* Phone: _____

* Email: _____

Cell: _____

* Required field

"SERVICE AGENT"

Name: Make-Way Environmental Technologies Inc, Bert Knip

Address: PO Box 1869

Email: bert@makeway.ca

Address: Exeter, ON

Phone: 1-866-625-3929-toll free

Fax: 519-235-0570

"INSTALLER"

Name: _____

Building Permit # _____

Address: _____

Email: _____

Address: _____

Phone: _____

Mobile: _____

"BUILDING OFFICIAL"

Name: _____

Email: _____

Municipality: _____

Phone: _____

Fax: _____



For the Equipment: System O))

Brand Name

other Equipment to be inspected are as checked below:

<input checked="" type="checkbox"/> Septic Tank	<input checked="" type="checkbox"/> Effluent Filter
<input checked="" type="checkbox"/> Distribution Box	<input checked="" type="checkbox"/> Discharge Pump Assembly
<input checked="" type="checkbox"/> Piezometer	<input checked="" type="checkbox"/> Sampling Device

SCHEDULE "A" - SERVICE FEES

1. Annual Routine Service/Inspection Fee	-----	<u>\$175.00</u>
2 Effluent Grab Sample and Testing (CBOD, TSS)	-----	<u>\$92.70</u>

Fuel surcharge may apply Taxes not included.
 Travel time is included in 1 above.
 An additional charge may apply if service call requested outside annual visit.

SCHEDULE "B" - SERVICE FREQUENCY

System O))'s Piezometer(s)	--	once every <u>12</u> months.
Septic Tank and Effluent Filter	--	once every <u>12</u> months.
Pump Chamber / Discharge Pump Package	--	once every <u>12</u> months.

SCHEDULE "C" - SAMPLE FREQUENCY

Effluent sample taken from the following:
 Inspection Port once every 12 months.

Whereas, The "Owner" has purchased and installed, according to the equipment manufacturer's instructions the "Equipment" described whereas, the "Service Agent" is in good standing as an approved and trained service agent for said "Equipment", and whereas, System O)) has the BMEC authorization numbers 23-05-407 and 23-06-408 and as such is in need of an annual inspection, and has accepted the terms and conditions of this agreement as per the signatures below;

Note: The homeowner will receive the inspection report and sample results. It is the responsibility of the homeowner to forward the information to the appropriate regulatory body.

* OWNER'S NAME:

[Redacted]

(Please Print)

* OWNER'S SIGNATURE:

[Redacted]

SERVICE AGENT'S NAME:

(Please Print)

SERVICE AGENT'S SIGNATURE:

* Required Field

Terms and Conditions



1. The "Owner" acknowledges receipt of a service inspection agreement. The Ontario User Guide is available for download at www.makeway.ca and the "Owner" agrees to access it and comply to the recommendations contained therein.
2. The inspection service terms and conditions required are to comply with the requirements of the Ontario Building Code, Section 8.9.2.3 "Class 4 Sewage Systems", that there shall be a signed agreement on record and regular yearly inspections. Refusal of inspection will result in termination of agreement and notification will be submitted to the Health Unit or Chief Building Official as per same OBC section.
3. We inspect all components, make an effluent quality inspection consisting of a visual check for colour, turbidity, scum overflow, and examination for odors and we take a yearly grab sample to be analyzed by an accredited laboratory. If improper operation cannot be corrected at inspection, the "Service Agent" will notify the "Owner" of the conditions.
4. The "Service Agent" shall service and inspect the "Equipment" in accordance to the specifications and instructions of the equipment manufacturer as published at the time of installation.
5. Service and inspection shall include qualified workmen to provide and perform a routine inspection of components essential to the proper functioning of the "Equipment" as per the frequency stated above under Schedule "B". In the event of a breakdown or repairs the "Service Agent" will notify the "Owner" of the condition. The "Owner" will be responsible to contact the Installer for repairs. Parts under warranty from the Manufacturer shall be replaced under the terms of the said warranty.
6. Not included in this agreement are the costs of 1.) de-sludging and/or pumping out of the "Equipment", and 2.) the sampling/testing of effluents, if more testing is required.
7. "Owner" shall guarantee to "Service Agent" free access to the "Equipment. In the event that any event(s), such as an animal impedes access to the "Equipment", the service personnel shall not service the "Equipment" and a return service call shall be charged to the "Owner".
8. The "Owner" shall pay for the services in accordance to Schedule "A". Fees do not include HST. Non-payment terminates this agreement effective upon date of non-payment. The Chief Building Official shall be notified of the termination of this agreement.
9. The drawing of samples and submission to testing laboratories by the "Service Agent" shall be as per Schedule "C" .
10. The "Owner" agrees to abide by the written recommendations of "Service Agent" for the operation, service frequency, de-sludging frequency, inspection and repair of the "Equipment", notwithstanding that the "Owner" shall adhere to the terms of the Ministry of Health's of Environment's permit for the operation of the system as prescribed by the regulations or permit made under the Health or Waste Management Act enforced at time of installation.
11. The term of this agreement is for a period of five (5) years starting from the date first written above or upon receipt by "Service Agent". The agreement will be automatically renewed unless specifically terminated by the "Owner". In the event that agreement is not renewed and has been terminated, notification will be submitted to the Health Unit or Chief Building Official.
12. Notification of inspection will be made via EMAIL The "Owner" agrees to respond to notification, either by email or telephone, to grant permission to the "Service Agent" to carry out the annual service inspection. Failure to respond will terminate this agreement and will result in notification sent to the Health Unit or Chief Building Official.
13. In the event that this agreement has been terminated, a \$50.00 administration fee will apply in order to reinstate the agreement.