

AEROBIC WASTEWATER SOLUTIONS

104 Timber Lane

White Hall, Arkansas 71602

Voice (870) 247-7634 Fax (870) 247-0268

System that meet
ADEQ Requirments

Distributor
of

1-877-247-7643

AQUA SAFE

Customer: _____ Contract Begins: _____
ADH Permit#: _____ ADEQ Permit#: _____
Mailing Address: _____ Physical Address: _____
City, State Zip: _____ Phone Number: _____ Fax Number: _____
Plant Installation Date: _____ Installing Dealer: _____
Plant Model: _____ Plant Serial #: _____ Air Pump Serial #: _____

This agreement provides a comprehensive service program that will insure continuous, trouble free operation of your on-site wastewater treatment plant. As with any mechanical device, your on-site wastewater treatment plant requires periodic servicing to prevent major operational failures.

5 YEAR SERVICE AGREEMENT "SURFACE DISCHARGING SYSTEMS" W/ 5YR PRO RATE PER ARG55

We, *Aerobic Wastewater Solutions*, being the authorized **Aqua Safe®** Distributor for the State of Arkansas, offer a full service program that will keep your unit functioning properly and to detect major trouble before it starts. This service consists of the following:

1. Routine inspections will be conducted every **SIX** months or as required by the Arkansas Department of Health, Arkansas Department of Environmental Quality and/or the NSF.
2. Each inspection will consist of taking the required data requested by the Arkansas Health Department, also data we, *Aerobic Wastewater Solutions*, take for our personal records.
3. Under the ADEQ permit ARG55 and *Aerobic Wastewater Solutions*, you will be required to be set up with a certified lab (SORRELLS RESEARCH LABORATORY AND FIELD SERVICES, Little Rock Arkansas) to have a routine schedule for the following lab test: (Estimated flow, Biochemical Oxygen Demand, Total Suspended Solids, Dissolved Oxygen, Fecal Coliform Bacteria, and P.H.)
4. Maintenance items, such as air filters, are included in this agreement. Manufacturer warrants system air compressor for a limited pro-rated 5 year period thus: First two years – 100%, 2nd to 3rd year – 75%, 3rd to 4th year – 50%, and 4th to 5th year period 25% of the manufacturers list price, provided a five-year continuous service contract is maintained on the system. This applies only to AS500, AS600, and AS750.
5. This service agreement is voided if not used according to the owner's manual. Discharging chemicals (drain cleaners, anti-bacterial soaps, bleach) or other foreign materials (tampons, feminine napkins, paper towels, plastics, other non-biodegradable material) into system which kill bacteria and cause system failure.
6. Service Calls due to alarms will cost **\$150.00**. Depending on the nature of the problem, charges will apply to the material basis at the time of service. We strongly recommend the regular use of "Septictrine" as distributed by *Aerobic Wastewater Solutions* as a drain cleaner and system digestive enhancement. It contains enzymes that are specifically suited for digestion of paper (cellulose), grease, soap, and vegetable waste. It will significantly reduce sludge build-up.
7. Chlorinator, if so equipped, will be the owner's responsibility to keep the required chlorine in the chlorinator. We supply and deliver Norweco Blue Crystal® (*Calcium hypochlorite*) chlorine tablets for use in a low flow situation and Norweco Bio-Sanitizer® (*Calcium hypochlorite*) chlorine tablets for use in a high flow situation in your **Aqua Safe®** system. These are the only product listed on the "Approved Products List" of the Arkansas Department of Health for use in wastewater treatment plants. As individual flows may vary, chlorine usage can vary. The supply in your chlorinator may not last the entire time between routine inspections. We strongly suggest the owner keep an inventory of chlorine tablets to refill chlorinator if

needed. By law, it is the owner's responsibility to see that their system is in compliance with its design. *Note: The use of swimming pool chlorine in a wastewater treatment application violates the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and is strictly prohibited. Swimming pool chlorine (chlorinated isocyanurates, or "Tri-Chlors") does not thoroughly disinfect the effluent or readily dissipate after it leaves the chlorinating chamber. It will build up in the soil, kill grass, trees and other vegetation, and represent an environmental hazard. Swimming pool chlorine is designed to be completely submerged in water. When it is not totally immersed in water, nitrogen tri-chloride, an explosive, heavier than air, gas is generated. It can be ignited when exposed to an open flame or organic contaminates. Though rare, these explosions can be devastating, causing extensive property damage and potentially serious injuries. Under this permit, ADEQ will enforce this through the Clean Water Act.*

8. U.V. bulb and control box, if so equipped, will only have a two year warranty.
9. The pump tank components, if so equipped and purchased from **Aerobic Wastewater Solutions**, are serviced under this service agreement. Pump failure after the initial two years is not included. The service agreement does not cover damage caused by acts of nature, such as, but not limited to, power surges, lightening, ants in control panel and floods.
10. Build-up in trash tanks and treatment plants will be monitored during the routine inspections. Owner will be advised when sludge reaches maximum levels for safe operation of the system. Pump service can be arranged at owner's request and expense.
11. Under the ADEQ Permit ARG55, Section B. Effluent limitations and monitoring requirements, OUTFALL 001-*"The permittee is authorized to discharge from outfall serial number 001-treated domestic wastewater. Such discharges shall be limited and monitored by the as specified."* **LIMITATIONS STATED IN LINE #3**
12. Continuing service contracts are mandated by law. Arkansas Department of Health enforces Act 402, Section 14-236-106-c. which states:

"Any person, firm, corporation, or association, who violates any of the provisions of this chapter or any rules and regulations promulgated under the authority of this chapter shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1000)."

The Arkansas Department of Health Alternate Systems Manual states:

"Aerobic treatment plants are required to meet the same permitting and discharge requirements as other treatment schemes. Being a mechanical devise, regular, routine maintenance is absolutely necessary for continued performance. Owners of aerobic treatment plants must maintain a valid service contract with a certified individual or company. Licensed aerobic treatment plant distributors and sewage treatment plant operators certified through training provided by either the Arkansas Department of Pollution Control and Ecology or the Arkansas Environmental Academy meet this requirement. Licensed distributors must provide factory certified maintenance personnel and service. It is the responsibility of the homeowner to pay for all maintenance, effluent testing and records keeping."

In accordance with the law as stated above, we offer this maintenance contract. There is no cost to the customer for this contract for the first two years of the life of the system. After the initial two years, the cost will be **\$100.00** plus applicable sales tax per routine inspection, upon which will be invoiced prepaid a month prior scheduled inspection. You will receive a copy of the report that is sent to your local Arkansas Health Department to keep you informed of the progress of your system. You will also receive a copy of your lab results that will be sent to ADEQ, **Aerobic Wastewater Solutions**, and you the owner. This contract may be canceled at any time by either party upon written correspondence. We are required by law to notify AHD/ADEQ of any policy cancellation. If it is canceled before the first five years and a contract with another certified technician is not signed immediately, you will void the remainder of the 5-year warranty.

Thank you for allowing us to serve you in this manner. We sincerely appreciate your business.

Sincerely,



Ronnie Reynolds

Aerobic Wastewater Solutions

I understand and accept the above service contract and agree to payment of services as set forth above.

Signature: _____

Date: _____