

# SoilAir™ Systems Canada Inc.

Tel: 1-877-220-9987

Fax : 705-653-0128

249 Bridge St. West, PO Box 121, Campbellford, Ont, Canada, K0L 1L0

## SOILAIR™

### INSTALLATION and MAINTENANCE AGREEMENT FOR RESIDENTIAL APPLICATIONS

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

Between:

SoilAir™ Systems Canada Inc.  
249 Bridge Street West (PO Box 121)  
Campbellford, Ontario Canada, K0L 1L0  
TEL : 1-877-220-9987 FAX : 705-653-0128  
*(hereafter referred to as "SASC")*

And :

CLIENT  
ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TEL : \_\_\_\_\_ FAX : \_\_\_\_\_

Email: \_\_\_\_\_

*(hereafter referred to as "CLIENT")*

**For the Equipment :**

SoilAir™ System  
Air Line and fittings  
Back-Flow Preventer  
Float Switch (where applicable)  
Outlet Baffle (where applicable)  
Effluent filter (where applicable)

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## SOILAIR™

### INSTALLATION and MAINTENANCE AGREEMENT FOR RESIDENTIAL APPLICATIONS (Continued)

Whereas, "SASC" has conducted an inspection of the septic system at the above address and found the drain field to be malfunctioning,

Whereas, the "Client" wishes to have "SASC" install and maintain a SoilAir™ System for the purposes of recovering the malfunctioning drain field and enhancing the performance of the drain field,

The following agreement is being made:

#### GENERAL

SASC agrees to install and maintain a SoilAir™ System at the above noted address for the purposes of maintaining and enhancing the performance of the septic drain field for the period of 1 year.

SASC warrants that the SoilAir™ System will, within 2 weeks of installation, improve the performance of the septic drain field to the satisfaction of the Client or the SoilAir™ System will be removed from the property and the installation fee will be returned to the Client by SASC. Fees paid by the Client for tank pumping are not refundable.

#### FEES

A lump sum payment of \$ 6825.00 to be paid upon signing this agreement. This represents the \$6500.00 fee + GST of 5%.

If the Client would like SASC to arrange for the pumping of the septic tank, an additional payment of \$315.00 is to be paid on signing. This represents a pumping service fee of \$300.00 + GST of 5%.

In the event that landscaping work is required, an estimate will be prepared by SASC for the Client prior to any work being conducted. The Client does not need to use SASC for the landscaping work but SASC will give instructions as to the work required. In the event that

the Client chooses for SASC to conduct the work, payment for the work will be made prior to the commencement of the work.

Any checks returned NSF will be subject to a \$100.00 service charge.

One year after the installation of the SoilAir™ System, the agreement is automatically extended on a year-by-year basis through payment of an annual maintenance fee. The maintenance fee will be fixed at \$300.00 per year (gst is extra) for the first year. The Client will be notified by SASC of the anniversary by an invoice for the annual fee. This invoice will be sent by regular mail from SASC to the Client.

The annual fee may be changed at the discretion of SASC to account for changes in the market place, including, costs of operation, fuel prices, and other market realities present at that time. Annual fee increases will not exceed 5% per year.

In the event that the SoilAir™ System is removed, re-connection of the SoilAir™ System will be \$6890.00. This represents the \$6500.00 fee + GST of 6%.

## **EXCLUSIONS**

Unless agreed between the Client and SASC, the Client will be responsible for the costs associated with pumping the septic tank and the drain field. The septic tank needs to be pumped for the installation of the SoilAir™ System and then every 3-5 years thereafter. On occasion it may be necessary to pump the septic tank and drain field at some point after the installation of the SoilAir™ device in order to remove any standing water found in the field. Prior to this being done the need for this action will be discussed with the Client. The Client will be responsible for this pumping cost.

Any septic equipment found to be defective during the initial inspection of the septic system or during the installation of the SoilAir™ System, including but not limited to; septic tank, pumps, controllers, distribution boxes, treatment units or other specialized equipment, will be identified to the Client and will be replaced or repaired by the Client at their expense.

Any septic equipment which fails and is not part of the SoilAir™ System covered by this agreement will be replaced or repaired by the Client at their expense.

The Client will pay for the cost of the electricity to power the SoilAir™ System.

On occasion the operation of the SoilAir™ device will identify weak areas in the drain field which will result in air and possibly water leaks. The lump sum fee includes the sealing of up to 10 holes by SASC. In some cases the number of holes which open up will exceed this number and the solution to the problem is to add topsoil to the area and change the grading of the site. The addition of topsoil and re-grading is not part of this agreement and will be done by the client at their expense unless an agreement is made between the Client and SASC for SASC to undertake this work. If after 90 days, despite all corrective action being taken, the SoilAir™ System fails to remedy the situation then SASC will issue a full refund of the lump sum payment and remove the SoilAir™ device from the property.

## **OTHER**

This SoilAir™ Installation and Maintenance Agreement is fully transferable in the event the above noted property is sold. The Client agrees to provide a copy of this agreement to the new owner(s) and to provide SASC with the name(s) and phone numbers of the new owners along with the property transfer date.

The SoilAir™ System and the associated equipment remain the property of SASC. SASC retains the right to remove the equipment at any time if the Client fails to meet the payment terms of this agreement.

The Client has the right to terminate this agreement given 30 days written notice and SASC will remove the SoilAir™ System over that 30 day period.

The Client agrees to care for the septic system in a reasonable manner and agrees to not discharge materials or liquids into the septic system that may harm the system. These include but are not limited to; chlorine bleach, other strong cleaners, paint, paint thinner, varnishes, pharmaceuticals, waste oil, pesticides, photographic chemicals, kitty litter, cigarette butts, dental floss, bandages, diapers, tampons, condoms, sanitary napkins, grease, paper towels, cleaning towels, plastic bags, other anti-bacterial materials or other non-organics.

SASC agrees to monitor and maintain the SoilAir™ installation to ensure its continuous operation and performance. Should any of the components installed by SASC malfunction or fail, SASC will replace these components in a reasonable time frame.

While on site for routine inspections and maintenance, should SASC personnel notice any changes to the performance, care or maintenance of the septic system or any of its components whether caused by the Client or considered to be normal wear, SASC will notify the Client of the observations in writing.

SASC reserves the right to change any or all of the components of the SoilAir™ System as deemed necessary. These changes may be to provide for improved efficiency, improved durability, ease of monitoring or other such reasons.

The Client agrees that the technology underlying the SoilAir™ System is proprietary and covered by Canadian and US Patents and as such all information about the characteristics and operation of the SoilAir™ System and the installed equipment are proprietary information of SoilAir™. The Client agrees that they will not use, share, or assist any third party in obtaining or using this proprietary information, at any time in the future, or to attempt to reverse engineer or disassemble the Equipment for any reason.

The Client shall guarantee to SASC free access to the SoilAir™ equipment. In the event that any event(s), such as an animal impedes access to the SoilAir™ equipment, the service personnel shall not service the SoilAir™ equipment and a return service call shall be charged to the Client. The fees for the return service call shall be travel costs to and from the site and current personnel rates for time.

CLIENT'S SIGNATURE \_\_\_\_\_ For SASC \_\_\_\_\_

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_