



PO Box 248
51 E 120th St
Grant, MI 49327
(231) 834-DIGG

SLUDGEHAMMER SYSTEM INSPECTION & MAINTENANCE AGREEMENT

This Inspection and Maintenance Agreement (“Agreement”) is made this ## day of XXX, 2024 by and between:

Customer

XXX
XXX
XXX, XXX XXX
XXX-XXX-XXXX
XXX@XXX.com

and

Service Provider

Dan’s Excavating Service, Inc
PO Box 248
51 E 120th St
Grant, MI 49327
(231) 834-DIGG
www.dansexcavatingservices.com

PURPOSE:

This Agreement outlines the scope of services to be provided by the Service Provider to the SludgeHammer Wastewater Treatment System (“system” or “the system”) and its components, installed at XXX, XXX, XXX County, Michigan; known to be owned and/or maintained by the Customer.

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ACCREDITATION, SERVICE STANDARD, AND EXCLUSIVITY:

The Service Provider agrees to maintain the necessary accreditation to meet the “Approved Third-Party” requirement outlined in the [manufacturer’s Warranty Information policy](#).

Customer and Service Provider agree all services will be in accordance with the Manufacturers’ recommendations, local regulations, and the [Terms and Conditions](#) found on the Service Provider’s webpage.

The Customer agrees to contract all inspections and maintenance of the System to the Service Provider. The Customer understands any alteration to the System, maintenance performed on the System by anyone other than the Service Provider, and any misuse of the System may be reported by the Service Provider to the manufacturer. The Customer agrees to hold harmless the Service Provider for any warranty determinations made by the System manufacturer and the manufacturer or any System component.

AGREEMENT DURATION AND TERMINATION

This Agreement will remain in effect indefinitely until either party provides the other with a written termination request. Both parties agree termination requests must be provided at least 30 days prior to the desired termination date. Termination acceptance by the receiving party is not required after notification has been received.

CUSTOMER MAINTENANCE/RESPONSIBILITIES:

The Customer agrees to and acknowledges responsibility for each of the following:

- Promptly and continually maintaining (in full force and effect and in accordance with their respective terms) all guarantees, warranties, easements, permits, licenses, and other similar regulatory approvals and consents necessary to operate and maintain the facility, equipment, and System components (“FESC”)
- All capital expenditures for the improvement and repair of the FESC not covered by warranty
- All fines and penalties imposed for process upsets and permit violations due to customer negligence
- Loss or damage to the FESC thereof caused by flood, fire, Acts of God, civil disturbances or another force majeure event
- Providing Service Provider recommended staffing and subcontractors to properly operate and maintain the FESC

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- Holding harmless the Service Provider, its officers, employees, agents, successors, and assignees from any and all damages, legal fees/expenses, awards, demands, rights, causes of action, losses, or claims which may arise out of any failure of any component of the FESC
- Immediately notifying the Service Provider of any periods longer than 2 weeks involving material change of use **or** any circumstances including but not limited to the material change of:
 - Flow
 - Use of bacterial substances (ie chemotherapy, anti-biotics, chlorine, installation of water softener, etc.)
- Educating all FESC users with respect to the care and treatment of the System; including but not limited to the manufacturer's [Recommendations for care of the SludgeHammer ABG System](#)
- Operating the FESC within the parameters for which the System was designed to support; including but not limited to the number of users and amount of flow the System was intended for
- All recommendations for care for the System
- Notifying the Service Provider of any and all seasonal occupancy pattern(s)
- Notifying the Service Provider of any ownership change to the FESC
- All septage pumping services
 - The System design is intended to accommodate the normal use of two occupants for each bedroom in the facility. Excess usage, additional occupants, and all events which bombard the system have a high likelihood of overloading the system. System overloads may, and likely will, result in the Service Provider recommending the Customer have the System's tank pumped.
 - Overloading the System compromises the functionality and longevity of the System's drain bed and will be considered a misuse of the System
- Requesting and scheduling System sampling required by local health department

ANNUAL SYSTEM INSPECTION "ASI":

Customer requests and authorizes Service Provider to perform one ASI each year.

ASI Service Fee and Invoice Terms:

The ASI service fee at the time of this Agreement is \$XX. The Customer understands the Service Provider reserves the right to increase the ASI service fee each year. No ASI service fee may exceed a 10% increase from the previous year.

Customer agrees to pay all invoices net 15 of the invoice date.

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ASI Period:

The Customer and Service Provider recognize the Customer's "ASI Period" to be 30 days before or after **XXX XX** ("ASI Date"). The Customer requests and authorizes the Service Provider to perform the ASI each year during the ASI Period. Requests to change the ASI Date can be made in writing outside of the ASI Period.

ASI Termination/Cancellation:

All ASI cancellations must be provided in writing prior to the ASI Period. The Service Provider reserves the right to charge the ASI Service Fee for cancellations or terminations submitted during the ASI Period.

ASI Services:

Treatment Tank's, Pumping chambers, Dosing Tanks

- Measure accumulated sludge/crust, if any, in grease traps and treatment tanks
- Verify liquid level is within normal operating range
- Check system aeration
- Inspect treatment tank for odor and clarity of discharge
- Check operation and service pumps
- Replace SludgeHammer Blend packet/bag
- Verify blower operation
- Inspect and clean (if necessary) blower air filter
- Inspect and clean tank exit filter

Pump, Pump Controls, and Alarms in all Tanks

- Ensure air pump basin is clean of debris
- Manually operate pumps and inspect for proper function
- Inspect and adjust pump control settings
- Inspect float switch operation
- Audibly and visually test alarms
- Check for moisture and corrosion in splice box and control panel

Valves

- Exercise and inspect all mechanical valves

Routine & Preventative Maintenance

- Change out Filter Cartridge
- Test Pressure of Drip Field
- Inspect Vacuum Breaker

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ASI Materials:

- Bacteria Packet ("Bug Bag")
- Air Pump Replacement Filter

MISCELLANEOUS:

- This Agreement constitutes the entire agreement between all parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.
- Changes to the Agreement can be made only in writing
- This Agreement shall be governed by the laws of the State of Michigan
- If any provisions of the Agreement are found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

SIGNATURES:

Customer Signature

Service Provider Signature

Printed Name

Printed Name

Date

Date