

# Residential AdvanTex Treatment System Monitoring & Maintenance Agreement

## Introduction

As owners of an Orenco Systems, Inc. AdvanTex Treatment System with VeriComm monitoring, you have purchased state of the art, proprietary pre-engineered advanced wastewater treatment technology. However, any wastewater treatment system can be affected by improper installation, lack of maintenance, or system abuse, and although AdvanTex is carefully designed and constructed, it is still important to follow through with intelligent usage as described in the *Homeowner's Manual* and to maintain the system in proper working order.

For warranties to be valid, Orenco Systems, Inc., and Anchorage Tank call for a perpetual Monitoring and Maintenance (M&M) agreement with an Authorized Service Provider to be in effect. Additionally, a condition of your system approval by the Municipality of Anchorage and/or State of Alaska DEC necessitates a perpetual M&M agreement to be in place for as long as the AdvanTex Treatment System is in operation. This perpetual M&M agreement is binding upon subsequent property owners as long as the Treatment System is in operation and shall be considered disclosable at property transfers. This M&M agreement is valid for a period of no less than 12 months and shall be renewed every 12 months. The M&M Service Provider must be authorized to service this system and be dispatched by Anchorage Tank.

## Coverage

### **System Start-Up**

System start-up is a site visit that ensures the system's proper installation and calibration.

### **Yearly**

Coverage includes VeriComm monitoring 24/7, a site visit in the summer, which includes cleaning of the Biotube filter if necessary. All duties listed in the Scheduled Site Visit Checklist will be performed. Additional site visits may be necessary should the VeriComm reporting system reveal malfunctions.

### **Renewal**

The basic coverage for monitoring and maintenance under this contract is deemed renewed upon payment of the annual renewal fee.

### **Exclusions and Limitations**

Repair or replacement of any defective components such as pumps and floats, (at the discretion of Anchorage Tank as provided under this agreement, shall be the exclusive remedy of the system owner for as long as this agreement is valid. Anchorage Tank shall not be liable for any incidental or consequential damage for breach of any express or implied warranty on any component of the AdvanTex Treatment System. This agreement does not cover cosmetic damage or damage due to acts of Nature, misuse, abuse, modification, incorrect design or incorrect installation. Other exclusions include the tank, drainfield damage caused by improper installation, and any damage caused by the settling of backfill materials. Because Advantex is a pre-engineered product using predetermined compatible components, this agreement is void if **any person** who is not an **Authorized Service Provider** performs **any** service on the system. It also voids if **any** system component replaced, is not supplied by or approved by Anchorage Tank or Orenco Systems, Inc.

In no event shall the liability of Anchorage Tank under this agreement exceed the total invoice price, excluding installation costs, of the AdvanTex Treatment System to the customer.

**Perpetuity**

Discontinuance of the M&M agreement places the Treatment System *out of service*, which places the system in noncompliance with any other implied or expressed warranty agreements, and in non-compliance with your Municipality of Anchorage and/or State of Alaska DEC approval. Anchorage Tank may place the Treatment system *out of service* for non-payment of the M&M provider fees or by denial of reasonable access to the system for the purpose of M&M duties. Otherwise, the M&M portion of this agreement is renewable every 12 months by timely payment of the fee.

**Fees, Prepaid**

\$300 the first year

\$400 each year thereafter

Prepaid fees must be paid by check or credit card within 30 days of billing or the system will be immediately placed *out of service*.

**Acknowledgement of Understanding**

*Owner responsibility to Maintain/Convey M&M Agreement*

I/we, as owners of an Orenco Systems, Inc. AdvanTex Treatment System with VeriComm Monitoring, understand that I/we agree to purchase this M&M agreement from our AdvanTex Dealer, Anchorage Tank. This agreement is for a period of not less than 12 months and renewable every 12 months thereafter by timely payment of the fee.

I/we also understand that this M&M agreement must be maintained. We further understand that the Advantex Treatment System must be maintained and failure to perform any maintenance or system repair indicated by Vericommm monitoring that is the responsibility of the owner, is grounds for the immediate discontinuance of VeriComm monitoring and/or non-renewal of the M&M agreement by Anchorage Tank. Failure to timely pay any renewal fees shall result in termination of all monitoring and maintenance of the AdvanTex Treatment System and also terminate any and all Orenco Systems, Inc. warranties in any component of the system.

I/we also understand that I/we are obligated to disclose this information and these M&M agreement requirements to subsequent property buyers. I/we also acknowledge that I/we have received a *Homeowner's Manual* and that I/we are obligated to pass this manual on to subsequent property owners.

Site address \_\_\_\_\_  
Street City Zip

Printed Name Printed Name

Signature Signature

Date Date