

INSPECTION AND TESTING AGREEMENT

Agreement entered into by and between **Wastewater Treatment Services, Inc.** (herein called **WTS**) and the **FAST® System OWNER** (herein called **OWNER**) for the inspection by **WTS** of certain equipment of **OWNER** which is described below.

Upon acceptance of this agreement at **WTS's** office, **WTS** will render the following services only:

Equipment will be inspected at least 4 times per year for the first year (then reduces to 2 times) with the first inspections beginning _____. These inspections will include:

- 1) Testing of the sludge depth in the septic tank.
- 2) Inspection, power testing and clean/replace intake filter of the air blower.
- 3) Inspection of the alarm system.
- 4) Inspect overall condition of **FAST® System**.
- 5) Notify **OWNER** of any problems encountered.
- 6) Service other than routine maintenance will be billed at an hourly rate, plus travel and parts.

WTS shall notify the local Board of Health and Department of Environmental Protection in writing within 24 hours of a system failure or alarm event including corrective measures that have been taken.

OWNER will be billed standard **WTS** charges for any parts used in repairs or maintenance. Any additional labor time will be billed to the **OWNER** at current labor rates.

Emergency service between regular inspections will be provided at standard labor rates during normal business hours; at time and one-half after 5:00 PM and on Saturdays; and at double time on Sundays and holidays. Emergency service charges will include a minimum four (4) hours of labor, plus standard **WTS** charges for parts, plus mileage and travel charges. The annual rate includes routine maintenance, but does not include repairs required for damages caused by abuse, accident, theft, acts of third persons, forces of nature, or alterations made to the equipment. **WTS** shall not be responsible for failure to render the agreed services if caused by strikes, labor disputes, non-cooperation by **OWNER**, or other factors beyond the control of **WTS**.

OWNER understands and agrees that **WTS** is not responsible for special, incidental or consequential damages, including but not limited to loss of time, injury to person or property, or equipment failure.

OWNER agrees that **WTS** may enter **OWNER's** property and have acceptable access to all areas deemed by **WTS** to be necessary or appropriate for **WTS** to perform its duties hereunder.

Current **WTS** practice is to send **OWNER** approximately 10 days before expiration of the term of the current contract an invoice for one year of service. It is **OWNER's** responsibility to timely return the payment. **WTS** must receive the payment before expiration of the current contract year to assure continuous contract coverage.

