

🦉 SEPTIC SERVICE AGREEMENT 🦉

This Septic Service Agreement ("The Agreement") is made and entered on _____, collectively by and between:



"The Company" and "The Parties"
Mountain State Maintenance, LLC
d/b/a Surefire Septic Maintenance
P.O. Box 9265
Kalispell, Montana 59904

Name: _____
Address: _____
Phone: _____
Email: _____

ANNUAL SEPTIC INSPECTION INCLUDES:

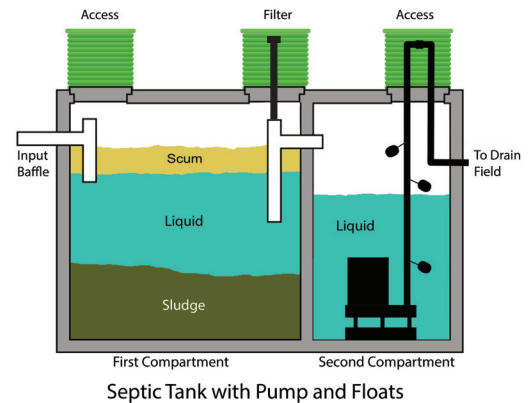
- Check tank level;
- Check thickness of scum, clear, and sludge layer with a core sampler;
- Clean effluent filter(s);
- Check operation of on and off floats;
- Check operation of alarm float;
- Visually inspect zip ties and wiring;
- Ensure pump is properly pumping down effluent;
- Record information for records;
- Recommend pumping when needed;
- Check lids and recommend replacement if warranted; and
- Secure lids after inspection.

THE PARTIES AGREE AS FOLLOWS:

- PARTIES:** Company is in the business of septic system service, maintenance, and repair. The Parties desire to enter into a service agreement whereby Customer retains Company for annual septic maintenance.
- COMPANY RATES:** The Company shall provide Customer with annual septic inspection of a single system at the Customer's address listed above for \$175.00 per year. As part of Customer's agreement for annual septic inspection: 1) if Surefire requests septic pumping from A-1 Sanitation, A-1 Sanitation shall provide Customer with a \$50.00 discount for all future septic pumping; 2) with the exception of holidays, nights, and weekends, Company will not charge Customer for a service call fee for unexpected problems, and will only charge by the hour for any additional work required; and 3) Company shall provide Customer with a \$50 discount on home sale/purchase inspections. Any required samples will be obtained and processed for an additional fee of the lab cost. Company shall also retain records of all work completed by Company at Customer's address listed above and shall provide the same to Customer upon request.

THE BORING STUFF:

- TERM:** This Agreement shall commence as of _____ and shall continue annually unless terminated by Customer or Company upon thirty days written notice to the other party.
- ACCESS TO PROPERTY:** Customer shall permit Company to access Customer's premises at the address listed above to perform annual inspections and other contracted services. Company will provide Customer with at least 24-hour notice by email or phone at the phone number or email address indicated above.
- BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
- CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
- WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Company and Contractor.
- ATTORNEY'S FEES:** In any action brought by either of the Parties to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees and costs as the court or arbitrator shall determine just.
- NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, at the addresses indicated above.
- COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. As used herein, "counterparts" shall include full copies of this Agreement signed and delivered by email or facsimile transmission, as well as photocopies of such email or facsimile transmissions.
- CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Further, the Parties agree, if there is a lawsuit, that jurisdiction and venue shall be in Flathead County, Montana.



Notes: _____

Customer: _____ Date: _____

Company: _____ Date: _____

Mountain State Maintenance, LLC d/b/a Surefire Septic Maintenance

406-756-1806 surefireseptic@gmail.com

By: _____ Its: Member Dated: _____