



Residential Wastewater Treatment System Service Contract 2023

Property Owner(s): <small>(last name, first name)</small>					
Biofilter Address: <small>(Civic Address)</small>				Lot#:	
City:		Province:		Postal Code:	
Telephone(s):	Main:	Cell:			
Email(s): <small>(Paper Billing Fee of \$6.00 will apply if a valid email address is not provided)</small>					
Billing/Mailing Address: <small>(If different than Biofilter address)</small>					
City:		Province:		Postal Code:	

Is the Waterloo Biofilter located at a Seasonal Site?		Yes		No	
If yes, when does the property open/close?		Open Date:		Close Date:	
Is the property only accessible by boat? <small>(Additional \$200 fee for inspections and each alarm/service call-out)</small>		Yes		No	
Is this a newly installed system?		Yes		No	
If yes, what is the expected start-up date? <small>(**required)</small>		Date:			

**The first service visit will be scheduled approximately 6-8 months after execution of the contract by both parties or the anticipated start-up date, whichever is latest. It is the Owner's responsibility to inform *Waterloo Biofilter Systems Inc.* of any change in system startup date in writing. In the event a service visit is attempted before the system startup due to the Owner failing to notify *Waterloo Biofilter Systems Inc.* the Owner will be charged the full annual service fee.

Upon acceptance of this signed agreement, *Waterloo Biofilter Systems Inc.* agrees to inspect the Waterloo Biofilter Wastewater Treatment System and related components at the above Biofilter address on an annual basis. This contract will commence on the date signed below and will automatically renew annually and continue in full force and effect unless notice of termination is made by either party in writing. Any changes to the terms and conditions of this contract by *Waterloo Biofilter Systems Inc.* will be communicated in writing.

1. Annual Inspection

For the purposes of conducting the annual inspection, the Owner agrees to give *Waterloo Biofilter Systems Inc.* and its agents the legal right of access to the premises for the purposes of servicing the Wastewater Treatment System during the term of this agreement. Access is defined as any time service is needed or requested, or whenever our service personnel schedule periodic inspections as per the

contract. This agreement only includes building access if required, and the Owner is present and provides consent.

1.1 Inspection and Service Fee Includes the Following:

- a) Travel to/from site, and time on-site;
- b) Inspect condition and safety of all tanks, enclosures, and access hatches;
- c) Examine pre-treatment tank health;
- d) Clean effluent and/or inline filter as required;
- e) Test operation of pumps and floats;
- f) Examine health of Biofilter treatment medium including colour and compaction as required;
- g) Clean spray nozzles and promote even distribution over Biofilter medium as required;
- h) Visually inspect Biofilter effluent and take grab samples of effluent where available for laboratory testing of cBOD₅ and TSS as per the requirements in the *Ontario Building Code*;
- i) Check control panel(s) operation and settings; check that panel is properly sealed and inspect for corrosion;
- j) Visually inspect the leaching bed area; moisture, grass cover, grading;
- k) If applicable; check charcoal filter(s) and recommend if charcoal needs replacing;
- l) Preparation of a summary report and invoice that will be provided to the owner at a later date following the service.

1.2 Pump-outs:

Pump-out services are not offered by *Waterloo Biofilter Systems Inc.* and are not included in the service agreement; it is the owner's responsibility to contract an independent pump-out service.

1.3 Inability to Perform Annual Inspection:

- a) In the event the technician arrives onsite and is **refused access** to perform the annual service, the Owner will be charged the **annual service fee**, the contract will be terminated and the Owner/Biofilter service site will be reported to the local Chief Building Official, in accordance with the Ontario Building Code section 8.9.2.3.(3)(b).
- b) In the event the technician arrives onsite and is unable to perform the service due to **site inaccessibility** (for example a locked gate barring access to the property with no key or code provided in advance, or an untraversable, privately maintained road on the property, etc), the Owner will be charged the **service call-out fee** and further, is responsible for contacting *Waterloo Biofilter Systems Inc.* to request a second attempt to conduct the service which shall be billed at the contract rate.

- c) The safety of our technicians is of paramount importance to *Waterloo Biofilter Systems Inc.* In the event the technician arrives onsite and is unable to perform the service due to **safety concerns** (for example confined space restraints, vegetation and wildlife, etc), the Owner will be charged the **service call-out fee**, is responsible for rectifying the safety concern and then contacting *Waterloo Biofilter Systems Inc.* to request a second attempt to conduct the service which shall be billed at the contract rate.
- d) *Waterloo Biofilter Systems Inc.* reserves the right to reschedule, post-pone, or otherwise extend the time for fulfilment of their obligation by a time equal to the duration of any such delay or restrictions including but not limited to: reasonable inability to obtain the material, goods, equipment, service, utility, or labour required to enable it to fulfill any such obligation; or by reason of any statute, law or order-in-council; or any regulation or order passed or made pursuant thereto, or by reason of the order or direction of any administrator, controller, or board, or any governmental department or officer or other authority; and the Owner shall not be entitled to compensation for any inconvenience, nuisance, discomfort, or damage occasioned.

1.4 Additional Sampling When Required:

The Owner acknowledges that the *Ontario Building Code* section 8.9.2.4. (4)(a) requires that if the sample results exceed 20 mg/L for each parameter, re-sampling will take place within six (6) months. It is the Owner's responsibility to contact *Waterloo Biofilter Systems Inc.* and specify they wish to schedule an additional sampling and service visit. This additional sampling and service visit will be billed at the annual service rate.

2. Call Out/Emergency/Alarm Services:

Any visit outside of the scheduled annual service is considered a Call Out/Emergency/Alarm visit and is subject to preferred customer service rates:

- a) \$150 base travel/call-out fee, plus \$105/hour onsite labour fee, for service visits that take place during regular business hours.
 - i. Regular business hours are Monday to Friday, 8:00 a.m. to 4:30 p.m.
 - ii. After hours phone support is available Monday to Friday, 4:30 p.m. to 9:00 p.m. and weekends and holidays, 7:00 a.m. to 9:00 p.m.
- b) \$200 base travel/call-out fee, plus \$150/hour onsite labour, for service visits that take place during weekends, holidays, or outside regular business hours.
- c) Properties only accessible by boat are subject to the \$200 water access fee in addition to base travel/call out fees and labour.

3. Repairs and Warrantied Parts:

- a) When minor repairs are needed at the time of the service, the Waterloo Biofilter technician will complete these repairs. Where the cost of additional repairs totals more than \$50 in materials, the owner will be consulted and must give authorization before repairs are completed.
- b) Labour required to complete additional repairs during the annual service will be billed in addition to the annual inspection fee.
- c) Technicians may only provide repairs to components of the system that are under their scope of work. Exclusions to the technicians' scope include, but are not limited to, interior building plumbing, the leaching bed, and electrical components requiring a licensed electrician.
- d) If improper operation of a system cannot be corrected at the time of the annual inspection, the Owner will be notified.
- e) When needed, any mechanical unit, or any eligible part under warranty, will be replaced according to the *Waterloo Biofilter Systems Inc.* limited warranty program; see owner's manual and [Waterloo Biofilter Advanced Septic Systems \(waterloo-biofilter.com\)](http://waterloo-biofilter.com) for details.
 - i. Labour required to replace these parts is not covered by the limited warranty program.
 - ii. Freight and/or shipping to the supply source, or to any authorized repair station, are not covered under this agreement.

4. Accessibility for Service:

- a) Privately maintained roads must be maintained in a manner that allows for passage of a light vehicle;
- b) Access lids and hatches must be accessible and at grade for servicing. Accessibility of access lids/ hatches includes ensuring access lids/ hatches may be accessed in a safe manner including maintenance of landscape and vegetation surrounding access lids/ hatches, and removal of dangerous wildlife that may be nesting or inhabiting the area adjacent to the access lids/ hatches;
- c) *Waterloo Biofilter Systems Inc.* aims for annual inspections and service visits to be as minimally invasive to landscaping as possible. Therefore, where access lids, hatches, or panels are concealed, such as by landscaping for cosmetic reasons or personal preference, the Owner must advise *Waterloo Biofilter Systems Inc.* in advance of service and provide specific instruction as to where concealed components are located.



Please indicate any special instructions for accessing the system (ex: property is gated, entry code required, etc.):

If there is an alternate contact for servicing needs, please provide contact information (i.e., property manager):

5. Homeowner Sale of Property or Change of Ownership

This service contract is non-transferable. The Owner is required to notify *Waterloo Biofilter Systems Inc.* in writing by email: service@waterloo-biofilter.com, fax: 519-856-0759, or mail: Waterloo Biofilter Systems, 65 Massey Road, Suite C, Guelph, ON N1H 7M6, of any sale or change of ownership for the Waterloo Biofilter Wastewater Treatment System prior to the closing date. If notification of the sale or change of ownership is not received by *Waterloo Biofilter Systems Inc.* before the annual service takes place, the Owner named on this contract is responsible for any charges incurred.

6. Termination of Contract

The Owner is required to notify *Waterloo Biofilter Systems Inc.* **in writing** by email: service@waterloo-biofilter.com, fax: 519-856-0759, or mail: Waterloo Biofilter Systems, 65 Massey Road, Suite C, Guelph, ON N1H 7M6, of their choice to terminate their annual inspection contract. Failure to notify *Waterloo Biofilter Systems Inc.* in writing will result in the contract signee being liable for all service fees incurred until written notice of termination is received. Termination of the service contract may be initiated by either party by submitting written notice to other party.

Section 8.9.2.3 (2) of the *Ontario Building Code* requires homeowners to maintain a contract for annual inspections with a service provider authorized by the manufacturer; this is also a condition of your manufacturer's warranty. As the manufacturer of your system the *Ontario Building Code* also requires us to report any Owner that is non-compliant in maintaining an annual maintenance contract to the local Chief Building Official.

7. Best Management Practices

The Owner warrants that they have read, understand, and will abide by the attached Best Management Practices. Please refer to the owner's manual that can be found on our website [Waterloo Biofilter Advanced Septic Systems \(waterloo-biofilter.com\)](http://Waterloo Biofilter Advanced Septic Systems (waterloo-biofilter.com)), for a detailed description.

8. Service Payment Terms

Owners will be invoiced for any services after the service has been performed. Payment is accepted by credit card, cheque, or e-transfer. To protect our valued customers, all credit card information is kept secure and confidential. Payment for invoices is due within 30 days of the date the invoice is issued. Failure to remit payment within the parameters of the payment instructions attached to each invoice will result in the accrual of interest fees. *Waterloo Biofilter Systems Inc.* reserves the right to require payment of outstanding balances prior to the Owners being provided with additional services. *Waterloo Biofilter Systems Inc.* reserves the right to require prepayment of Owner requested services or required services at their sole discretion.

9. Remote Monitoring Service (Optional):

The Waterloo Biofilter Wastewater Treatment System installed at your address comes with a Waterloo Smart Panel. This allows Owners to opt-in for our optional Remote Monitoring agreement. Remote Monitoring allows for:

- System monitoring and remote adjustments via the strongest available cellular network;
NOTE: not all areas may be able to achieve a remote signal and remote areas may be subject to intermittent disruption of cellular networks beyond the control of *Waterloo Biofilter Systems Inc.*
- Alarm notification and system status alerts sent directly to, and monitored by Waterloo Biofilter during regular business hours.
- Remote troubleshooting and error resolution by technicians.
NOTE: When error resolution is successful by remote means there are no charges or fees applied. Where a(n) error(s) may not be resolved remotely, standard service fees will apply for a technician to attend onsite.

Please select which service package you would like to enroll in:

- Standard Service: \$335.00 + HST annually
- Remote Monitoring Service: \$535.00 + HST annually

**If no selection is made, the annual service fee will default to the Standard Service contract rate and terms.

Please complete the Owner information portion on page one (1), initial each page in the circle provided at the bottom right corner, complete and sign page seven (7), fill in and sign the payment information to be held on file on page eleven (11), and return all pages of the agreement by email: service@waterloo-biofilter.com, fax: 519-856-0759, or mail: Waterloo Biofilter Systems, 65 Massey Road, Suite C, Guelph, ON N1H 7M6

I, _____, (the Owner) have read, understand, and agree to the terms and conditions of this service contract.

Accepted by Owner (please sign): _____

Accepted by Owner (please print): _____

Date: _____

Accepted by *Waterloo Biofilter Systems Inc.*: _____

Date: _____

Terms and Conditions

Definitions

In this agreement:

- I. "owner" refers to the legal owner of the wastewater treatment system, if different from the legal land-title owner.
- II. "us," "we," or "our" refers to *Waterloo Biofilter Systems Inc.* and its employees.
- III. "you" and "your" refers to the owner and/or occupants and/or users of the Waterloo Biofilter Wastewater Treatment System.
- IV. "Wastewater Treatment System" refers to specific components of your wastewater treatment system.

Communication and Invoices

Owners will receive all notice and/or reminders of upcoming inspections by email, to the email address provided to us. An email notification will be sent by *Waterloo Biofilter Systems Inc.* at the beginning of each service season (spring/summer/fall) to remind the Owner of the service. To allow for flexibility in the schedule to respond to emergency/alarm calls, a specific date/time cannot be provided.

Communication regarding service visits, reports, and invoices from *Waterloo Biofilter Systems Inc.* will be communicated to the Owner via e-mail. Owners will receive invoices by email, to the email address provided to us. Each emailed invoice will contain, in addition to the invoice, payment instructions and a copy of the service report entered by the on-site technician. A paper billing fee of \$6.00 will apply if a valid email address is not provided. Owners who prefer paper billing will not be eligible to receive reminders of upcoming annual inspections.

By providing a valid email address, Owners agree to receive electronic communications. You must notify us immediately if your email address changes. You are responsible for ensuring your computer hardware and software, and internet access, enable you to receive and view the documents and emails we send you.

Limitation of Liability

This contract will be governed in accordance with the federal laws of Canada and the province of Ontario.

Indemnification

Waterloo Biofilter Systems Inc. may not be held liable for damages or expenses incurred by the Owner due to Owner misuse or failure to maintain their Waterloo Biofilter Wastewater Treatment System in proper working order.

The Owner agrees to indemnify, defend, and hold *Waterloo Biofilter Systems Inc.* harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable legal fees) arising from (a) a third-party claim, action, or allegation of infringement; (b) any fraud, manipulation or other breach of this service agreement contract by you; (c) any third-party claim, action, or allegations brought against *Waterloo Biofilter Systems Inc.* arising out of or relating to a dispute with you over the terms and conditions or services rendered; (d) your violation of any law or rights of a third-party. *Waterloo Biofilter Systems Inc.* reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with *Waterloo Biofilter Systems Inc.* in asserting any available defences. You will not settle any



action or claims on *Waterloo Biofilter Systems Inc.* behalf without prior written consent or an authorized officer of *Waterloo Biofilter Systems Inc.*

Severability

If any part of this agreement is proven to be contrary to the laws or jurisdiction applicable to you, that part is ineffective without invalidating the rest of this agreement.

Waiver

Notwithstanding anything herein, we will not be deemed to have waived any of our rights, either at common law or in equity, under this agreement unless such waiver is made in writing.

Assignment

Waterloo Biofilter Systems Inc. may, at any time, without prior notice to you, or your consent, sell, assign, or transfer all or any part of your outstanding account balance and/or any other of our rights and obligation(s) under this agreement and give information about you and your account to the purchaser or transferee. The Owner does not have the right to assign or transfer their rights and obligations under this agreement, your system, or your account to anyone else without written consent by *Waterloo Biofilter Systems Inc.* Such consent shall not be unreasonably withheld.

Privacy Policy

Waterloo Biofilter Systems Inc. has designed a Privacy Policy to comply with the *Personal Information Protection and Electronic Documents Act* (PIPEDA). In this Privacy Policy, personal information means information that relates to an identified, or identifiable individual, or as otherwise defined under applicable law. *Waterloo Biofilter Systems Inc.* may revise and update this Privacy Policy from time to time and encourages Owners to review it regularly. If changes occur, the policy will include the most recent date of revision as notice. If material changes are made, notice will be provided such as adding a statement on the homepages of our website. Our Privacy Policy can be accessed at [Waterloo Biofilter Advanced Septic Systems \(waterloo-biofilter.com\)](http://waterloo-biofilter.com)

Remote Monitoring

The Waterloo Smart Panel controls, monitors, and data logs all aspects of your advanced septic system. Data logs are uploaded from the panel allowing operators to calculate flow rates, diagnose problems remotely, and ensure the system is operating within normal parameters. Daily status notifications also keep a current indication of your wastewater system. When your system is in alarm, the remote access feature allows our technicians to log-in remotely and check the system status, change the system settings, or even reprogram parameters such as pump modes and schedules. When we need to repair or provide maintenance to your wastewater system, service technicians are equipped with the real-time information they need to troubleshoot the problem quickly and efficiently before even arriving on site. Find out more about Remote Monitoring on our website. The Waterloo Smart Panel operates on a dedicated wireless connection over major cellular networks. Instability of cellular networks may result in weak or intermittent signals. If a strong signal cannot be maintained and results in poor data flow or limited remote monitoring capabilities, *Waterloo Biofilter Systems Inc.* may reduce the service package from Remote Monitoring to Standard Service.

BNQ

The *Bureau de Normalisation du Québec* (BNQ) is a standards development and certification agency accredited by the Standards Council of Canada. Under the Ontario Building Code *Waterloo Biofilter Systems Inc.*'s treatment units are required to be certified to the BNQ Standard *CAN/BNQ 3680-600 Onsite Residential Wastewater Treatment Technologies*. This Standard is the most stringent for onsite wastewater treatment in the world and *Waterloo Biofilter Systems Inc.* prides itself on our certification status. The CAN/BNQ 3680-600 includes a field auditing program where annual audits of field installations are conducted by the BNQ. In order to comply with this standard, *Waterloo Biofilter Systems Inc.* provides a list of all installations to the BNQ that includes details on the Biofilter, such as the serial number and model number, as well as personal information including Biofilter site address, and the name and contact information for the Owner(s).

In the event a site is randomly selected for inclusion in the field audit, the Owner will be contacted by the BNQ via email or phone and asked a series of pre-screening questions such as whether the site is in use and how many people live there. If the site qualifies the Owner may be asked whether the site can be included in the field audit. There is no obligation for Owners to participate in this field audit, and there is no additional cost associated with participation. If Owners choose to participate, the BNQ may schedule a date to inspect and sample the system, which involves placement of an automatic sampler one day, and sample collection the following day. Depending on sample results, a subsequent resampling at a later date may be required. In the intervening time between samples, *Waterloo Biofilter Systems Inc.* may, at our discretion, provide more frequent maintenance and sampling of the site, including minor repairs, at no cost to the Owner.

If you do not want your personal information (Biofilter address, name, contact information) included on the list of field installations sent to the BNQ please check the box below.

- I do NOT consent to the sharing of personal information with the BNQ for purposes of annual field auditing.



Waterloo Biofilter Service Contract Payment Form

Waterloo Biofilter Systems Inc. requires a valid credit card on file for all accounts for security and identification purposes. Please complete the cardholder information below. The cardholder consents to their credit card information being stored in a protected format for the duration of their service agreement relationship with *Waterloo Biofilter Systems Inc.* Cardholders are required to update *Waterloo Biofilter Systems Inc.* when their credit card information changes.

After services have been completed, a copy of the maintenance report and invoice will be sent to the Owner's email address on file.

The credit card on file will **only be charged** by *Waterloo Biofilter Systems Inc.* if **the account is past due** and/or the Owner has failed to respond to communications. The cardholder agrees that any amounts owing on the account past **90 days** will be automatically charged to their credit card on file and a receipt will be provided by email. If the credit card on file has expired and the cardholder fails to respond to communications by *Waterloo Biofilter Systems Inc.* for a current credit card, the contract will be terminated for non-payment, and the property will be reported to the local Chief Building Official in compliance with section 8.9.2.3 (3) of the *Ontario Building Code*.

Owner (please print): _____

Owner Signature: _____

Card Number: _____

Expiration Date (mm/yy): _____

CVV: _____

Cardholder Name: _____

Cardholder Signature: _____

The cardholder agrees to pay the amount agreed upon in the contract, and any charges related to additional services/repairs.