

TERMS & CONDITIONS

1. Maintenance program setup: a free onsite consultation is available and required prior to program setup. An appropriate program will be selected based on our evaluation of your system and a homeowner questionnaire. Some systems may not qualify for a program initially due to system age, condition and type. Upgrades or changes may be recommended prior to program placement. *The cost to upgrade or change the system will be the responsibility of the owner, except when special promotions are redeemed.*

2. Contract period, termination & transfer: contract periods of three (3) and five (5) years are available. The contract period begins after the contract document is signed, dated, and all program charges are paid. A septic tank access riser is required on all systems prior to the start of the contract period. MSCI or an authorized representative will install the riser. *The cost to install the riser is the responsibility of the owner.* The contract period ends three (3) or five (5) years after the initiation of the contract. The contract period will automatically extend another three (3) to five (5) years, unless the owner provides written cancellation at least 30 days prior to the end of the contract period. Either party can cancel the contract in writing if the other party is in default of the contract terms.

Contract charges are due on receipt. Contracts unpaid after 30-days will be in default and the contract will be terminated immediately. Reinstatement contracts will be assessed a minimum \$50 reinstatement charge.

Valid contracts may be transferred with the property. The owner is required to notify MSCI when the property is transferred and provide the name of the new owner, so that service may continue.

3. Pump-out management: regular pumping of septic tanks is recommended for all systems. Pumping of septic tanks at appropriate intervals will extend the life of the system. The frequency of pumping is dependent on system use. A homeowner interview along with regular monitoring will be used to determine the frequency of pump-outs. MSCI will coordinate with the owner and a licensed sewage handler to arrange the necessary pump-outs. *The cost to pump-out the septic tank(s) will be the responsibility of the owner.* Pump-out records and inspection reports will be sent to the owner and the appropriate regulatory agency (as needed) in compliance with local ordinances.

4. System inspection: Inspections will be conducted near the anniversary of the start of the contract period. The inspection includes an evaluation of all readily accessible components to ensure that the system is functioning properly. System status will be reported to the owner and recommendations will be made as necessary. Conventional and alternative systems are inspected at least every year. Some manufacturers of alternative systems require more frequent inspections, which are covered under the contract. No inspection will be conducted until all outstanding invoices are paid.

5. Phone consultation: septic system specialists are available by phone Monday – Friday, 8:30 am to 4:30 pm or by email at mscinc@cavtel.net to answer any questions you may have about your system or contract.

6. Alarms: for Level 2, 3 & 4 systems, one (1) service call is provided per contract year to respond to alarms or other system malfunctions. Service calls required in excess of contract terms will be charged a minimum \$250.00 per visit. MSCI will respond to emergency system alarm calls within 72 hours.

7. Definitions:

Conventional gravity – an onsite system discharging septic tank effluent through a gravity conveyance line to a subsurface soil absorption area (“drainfield”).

Conventional pump – an onsite system discharging septic tank effluent to a drainfield by means of an effluent pump. Pressurized systems (i.e., LPD, Drip, etc.) may be subject to an additional annual surcharge.

Alternative in-ground – an onsite system discharging secondary-treated effluent to a drainfield. Additional annual surcharges may apply to some alternative systems.

Alternative discharging – a device or system discharging tertiary-treated effluent to an all weather stream, an intermittent stream, a dry ditch or another point.

Inspection – the process of identifying the current status of system performance.

Maintenance – performing adjustments to equipment and controls and repair or replacement of normal wear and tear parts or non-functional components such as light bulbs, fuses, filters, pumps, motors, filters, or other similar components. Maintenance includes arranging to pump the tanks or clean the building sewer on a periodic basis. Maintenance does not include the replacement of tanks, drainfield piping, distribution boxes, or work requiring a sewage construction permit and a licensed installer. Maintenance does not include any service inside the residence.

Replacement – the process of exchanging a component with an equivalent component.

Reporting - the submission of a detailed account of service activities performed on a system. The report could be sent to the permitting authority and/or homeowner. It can serve as documentation of the activities being performed and as an assessment of the current status of the on-site wastewater treatment system.

System failure – an onsite sewage system that is backing up in a house, or is discharging untreated or partially treated effluent on the ground surface, into surface waters or into ground water.

NOTE: Prices are subject to change without notice. *The cost to repair, replace, or upgrade system components will be the responsibility of the owner, except those covered under the MSCI Extended Warranty Plan or Special Promotions.*