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Product information presented here reflects conditions at time of publication. Consult factory regarding discrepancies or inconsistencies.



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SECTION: C3.10.170

CL0060

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Supersedes

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Visit our web site: clarusenvironmental.com

Fusion® Series Wastewater Treatment System MAINTENANCE AGREEMENT

Owner's Name: _____

Address of Installation: _____

Mailing Address (if different): _____

Telephone: _____ Fax : _____ E-Mail: _____

This Agreement constitutes the entire Agreement between _____, a trained Fusion® Maintenance Provider and OWNER. Modifications to this Agreement may be made only in writing and must be signed by all parties.

By the signatures of their representatives, both parties, the trained Fusion® Maintenance Provider and OWNER, agree to the terms of the entire Agreement, including all of the incorporated and referenced provisions.

Accepted by: AUTHORIZED MAINTENANCE PROVIDER

Accepted by: OWNER

Authorized Signature
Name (type or print)
Title
Date

Authorized Signature
Name (type or print)
Title
Date

The OWNER has purchased a Fusion® Wastewater Treatment System and hereby contracts with _____ for maintenance services, subject to the terms and conditions listed on the back page of this document.

Number of Fusion® Wastewater Treatment Systems:

- ZF450 Serial No.
ZF800 Serial No.
ZF Serial No.

Installation Date: _____



Division of Zoeller Company

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NOTE: Please make copies of this document and forward to Clarus Environmental, the maintenance provider, and your Fusion® distributor.

WHITE COPY: CLARUS ENVIRONMENTAL® YELLOW COPY: SERVICE PROVIDER PINK COPY: SYSTEM OWNER GOLD COPY: HEALTH DEPT.

Obligations of _____, the Fusion® Maintenance Provider.

1. _____ agrees to provide maintenance services for two (2) years following the installation of the Fusion® Wastewater Treatment System(s) sold to the OWNER. The following is a schedule of maintenance services for the two (2) years following installation. Each maintenance service will include service as required for each service visit as described in Clarus CL0056, Owner's Manual.

- | | |
|---------------------------|---------------------|
| A. Month Six (6) | Maintenance Service |
| B. Month Twelve (12) | Maintenance Service |
| C. Month Eighteen (18) | Maintenance Service |
| D. Month Twenty-Four (24) | Maintenance Service |

A duly qualified Representative will complete each maintenance service.

Additional maintenance beyond what is listed above will be the responsibility of the OWNER if it does not first qualify under the manufacturer's warranty.

Maintenance pumping cost for the Fusion® will be the responsibility of the OWNER.

Maintenance is only valid for the Fusion® unit and does not apply to any other component of the wastewater system.

2. These maintenance service costs, however, do not include misuse or abuse by the customer. Please refer to the Owner's Manual CL0056 for tips on keeping your system healthy.

3. Ongoing semi-annual maintenance as listed in Section 1 above, is highly recommended after expiration of this Agreement in order to promote system performance.

Obligations of OWNER.

1. Unit must be installed according to manufacturer's specifications for the warranty of this unit and this maintenance agreement to be valid.
2. The OWNER agrees to provide CLARUS ENVIRONMENTAL® a copy of this agreement.
3. The maintenance service of the Fusion® Wastewater Treatment System is required during the warranty period for the Fusion® Wastewater Treatment System's warranty to apply.
4. The OWNER shall be responsible to take any actions for compliance with any applicable local laws and regulations.
5. The OWNER agrees to provide a copy of this Agreement to the local county health department, municipality, etc. in which the Fusion® Wastewater Treatment System(s) has (have) been installed, if required by code.
6. The OWNER agrees to grant _____ access to the installed Fusion® Wastewater Treatment System(s). This will allow for maintenance to be completed. The lids of the Fusion® Wastewater Treatment System must be accessible and free from obstruction.
7. The OWNER agrees to keep all maintenance records provided by _____.
8. The OWNER acknowledges receipt of a copy of the Fusion® Wastewater Treatment System's Owner's Manual from Clarus Environmental® or duly authorized representative and takes responsibility to comply with guidelines therein. OWNER agrees to abide by the 'DO NOT' list in Owner's Manual CL0056. Introduction of harmful additives is considered system abuse and will nullify the warranty of the unit and this maintenance agreement.
9. Agreement is assumable without consent of the provider by any subsequent purchaser of the property where the Fusion® Wastewater Treatment System(s) is (are) installed. The OWNER agrees to keep all documents, including maintenance record, owner's manual and warranty certificate, and forward these to any subsequent purchaser of the property. This will allow the new owner to abide by the terms in such documents. New owner is required to fulfill owner obligations listed in this agreement and sign and acknowledge that he/she will assume the obligations of owner under the terms of the agreement.
10. The OWNER agrees not to modify or change the use or function of the building served by the Fusion® Wastewater Treatment System(s), nor modify or change the unit's installation as originally approved by local authorities under applicable laws and regulations without prior written notification to local authorities and CLARUS ENVIRONMENTAL®. Modification or change shall only be made if pre-authorized in writing by local authorities and CLARUS ENVIRONMENTAL®. Any modification or change made without prior written authorization from CLARUS ENVIRONMENTAL® and local authorities will void the warranty of the Fusion® Wastewater Treatment System(s).

THIS AGREEMENT AND THE OWNER'S MANUAL SHOULD BE CONSIDERED AS FORMING A SINGLE DOCUMENT, AND THE OWNER AGREES TO ABIDE BY ALL THE TERMS AND CONDITIONS WITHIN.

Owner's Initials _____