

Septic Maintenance Agreement

Also called a maintenance service, monitoring and inspection contract, or an aerobic system service contract.

This agreement is between **[Company Name]** ("we", "us", "the Company") and the property owner named below ("you", "the Owner"). It covers routine inspection, testing, reporting and maintenance of the on-site sewage system listed in Section 1 at the service address below, for the term shown here. Where your county or state requires a maintenance contract as a condition of your permit, this agreement is written to contain what those rules ask for. Appendix B lists the rules we checked, and Appendix C is the filing checklist.

Company	[Company Name] · [Street Address, City, State ZIP] · [Phone] · [Email]
Maintenance provider responsible for this contract	[Individual's Name] · License or registration # [Number] · Manufacturer certifications: [Brands]
Owner	[Owner Full Name] · [Phone] · [Email]
Service address	[Street Address, City, State ZIP] · Parcel or tax ID: [ID]
Billing address	☐ Same as service address ☐ Other: [Address]
Permitting authority	[County or agency] · Permit or operating permit # [Number] · Permit expires [Date, if any]
Plan	☐ Basic ☐ Standard ☐ Premium (plan details in Appendix A)
Term	Starts [Start Date] and ends [End Date]. Renews under Section 8.
Price	[\$Amount] per year for [Number] routine inspections, or [\$Monthly Amount] per month. Pumping is priced separately in Appendix A.
Billing choice	☐ Annual, paid at signing ☐ Monthly, charged to the card on file ☐ Multi-year: [2] years for [\$Amount], paid at signing

1. Covered system

This agreement covers only the system described here. Fill this in from the permit, the record drawing and the nameplates at the first visit. If a component is not listed, it is not covered.

System type	☐ Conventional (septic tank and drainfield) ☐ Aerobic treatment unit (ATU) ☐ Mound or at-grade ☐ Pressure distribution ☐ Drip ☐ Holding tank ☐ Other: [Type]
Dispersal	☐ Subsurface drainfield ☐ Surface spray, [Number] heads ☐ Drip field ☐ Mound ☐ Other: [Type]
Design flow / bedrooms	[Number] gallons per day · [Number] bedrooms
Date first used or installed	[Date] · Installer: [Name]

Component	Make / model	Serial or size	Location	Notes (age, condition at first visit)
Septic or trash tank		[gallons, compartments]		
Aerobic treatment unit				
Aerator / air pump				
Control panel and alarm				
Pump tank / lift station and floats		[gallons, pump hp]		
Disinfection (tablet chlorinator, UV or none)				
Effluent filter				
Dispersal field, spray heads or drip zones				

Keep a copy of the record drawing (the as-built plan) with this agreement. It tells the next technician where the tank

lids and the field are, which saves a locating fee every time.

2. What this agreement covers

2.1 Covered items. This agreement covers the routine inspections in Section 3, the testing and reporting in Section 3.4, response to alarms and complaints in Section 4, and the disinfection duties assigned to us in the table below. It does not cover pumping (Section 5), parts, repairs or drainfield work, which are quoted and billed separately.

Duty	Company	Owner
Routine inspections and testing (Section 3)	☐ Yes	
Written report after each inspection, filed with the permitting authority where required	☐ Yes	
Maintaining the disinfection unit (checking and adjusting the chlorinator or UV lamp)	☐ Company	☐ Owner
Supplying chlorine tablets (calcium hypochlorite rated for wastewater, never pool tablets)	☐ Included in plan	☐ Owner buys them
Alarm and complaint visits	☐ Included, business hours ☐ Billed per visit	
Effluent sampling and lab fees where the permit requires them	☐ Sampling included; lab fee billed at cost	☐ Owner pays lab fee
Pumping the tank(s)	Quoted separately, Appendix A	Owner authorizes and pays

2.2 Changes to the system. If the system is altered, repaired or replaced, tell us and we will update Section 1. New components are covered from the date we update the schedule. A system that changes type (for example, a conventional tank replaced with an aerobic unit) may change the inspection count and the price, and we will confirm both in writing before the next visit.

3. Routine inspections

3.1 How many. Each term includes **[3]** routine inspections, about **[four]** months apart. Set this number to the rule that applies to your system: your permitting authority requires **[Number]**

inspections per year and a report within **[Number]** days of each one. If your permit or a local order requires more than this section says, the permit controls and we will meet it.

3.2 What an inspection includes. On each routine visit our technician will, as it applies to the system in Section 1:

- Tanks: check the septic or trash tank and each compartment for sludge and scum depth, measure and record it, and tell you in writing when the tank needs pumping (Section 5).
- Aerobic unit: confirm the aerator or air pump is running, check air delivery and diffusers, look at the color, turbidity and odor of the mixed liquor, and note anything outside the manufacturer's range.
- Disinfection: check the chlorinator for tablets and flow (or the UV lamp for operation and hours), test chlorine residual in the pump tank where the system uses chlorine, and record the result.
- Pumps and controls: test the pump, the floats and the high-water alarm, check the control panel, and record the elapsed-time meter and event counter readings.
- Dispersal: run the spray heads and check their coverage and rotation, or flush drip filters and check drip zones, or walk the drainfield or mound for wet spots, surfacing, settling or odor.
- Filters: inspect and clean the effluent filter and any drip or spray filters.
- Anything else the permit or the manufacturer's service checklist requires for this model, using that checklist.

3.3 Scheduling and access. We schedule the routine visits. Before each one we will send you a date by text or email at least **[3]** times if we have not heard back, on different dates, and we keep a log of each notice. Nobody needs to be home if the lids, the control panel and the field are reachable. Keep gates unlocked or give us the code, keep dogs in, and keep the risers uncovered. If we arrive on a confirmed date and cannot get to the system, that visit counts as one of the term's inspections and we will offer another date; the return trip is billed at **[\$Amount]**.

3.4 Testing and reporting. After each routine inspection we write a report that lists what we checked, what we found, the readings we took, any responses to your alarms or complaints since the last visit, and any repair or pumping we recommend with a price. You get a copy within **[14]** days. Where the permitting authority requires it, we file the same report with them in the same window. We also put a weather-resistant tag on the system that shows our name, our phone number, the contract start date and the date of each visit.

3.5 If a visit finds a problem. If a component is not working, we will tell you the same day, in writing, with a repair price. Repairs are your responsibility. If a required repair is not done within [30] days, our next report has to say so, and in most jurisdictions the permitting authority will follow up with you directly.

4. Alarms and complaints

4.1 Response time. If your alarm sounds or you report a problem with the system, we will visit within [2] business days of your call or message, and sooner when we can. After-hours emergency visits are available at the rate in Appendix A.

4.2 What an alarm visit costs. Alarm and complaint visits are ☐ included during business hours under your plan ☐ billed at \$[Amount] per visit plus parts. Either way, parts and repair labor are quoted before we do the work, unless the repair is under \$[Amount] and you have pre-approved that amount here: ☐ Yes ☐ No.

4.3 What to do when the alarm sounds. Press the silence button, do not unplug the panel, cut water use to a minimum, and call or text us. An alarm that is silenced and ignored is the most common way a repairable problem becomes a field failure.

5. Pumping

5.1 Pumping is separate. Pumping the tanks is not part of the routine inspection price. We recommend pumping in writing when sludge and scum take up about a third of the tank, or on the interval your permit or state sets, whichever comes first. Conventional tanks usually need it every three to five years. Aerobic units go by measured sludge depth and the manufacturer's guidance.

5.2 Price and authorization. Pumping is priced in Appendix A by tank size, and we only pump after you approve the price in writing (a text reply counts). If a permit or county program requires pumping on a fixed schedule, we will schedule it to meet that date and remind you at least 30 days ahead.

5.3 Records. We give you a pumping receipt showing the date, gallons removed, the hauler and the disposal site, and we log it in Appendix C. Where the county requires pumping records, we file them.

6. Owner duties

- Keep electrical power to the system on at all times. An aerobic unit without air stops treating within a day or two.

- Keep vehicles, livestock, structures and deep-rooted plants off the tanks and the dispersal field, and keep the spray area clear of people and pets while heads are running.
- Keep tank lids, risers, the control panel and the field reachable for our visits.
- If you supply chlorine, use only calcium hypochlorite tablets rated for wastewater. Swimming pool tablets (trichlor) do not disinfect properly and can release an explosive gas in the chlorinator.
- Do not put grease, wipes (including "flushable" ones), medications, paint, solvents or large volumes of bleach into the system, and spread laundry through the week.
- Respond to alarms as in 4.3 and to our repair recommendations as in 3.5.
- Keep copies of our reports and your permit on the property, and pass them to the next owner.
- Tell us before you sell the property, add bedrooms or fixtures, or change anything about the system, and pay any permit or renewal fees the permitting authority charges you.

7. Price and payment

7.1 What you pay. The price on page 1 for the term, plus pumping, parts, repairs, lab fees and after-hours visits as they occur. Tax is added where the law requires it.

7.2 Annual and multi-year billing. If you chose annual or multi-year billing, the full amount is due at signing. We send a renewal notice under Section 8 before charging or invoicing the next term.

7.3 Monthly billing (card on file). If you chose monthly billing, we charge \$**[Monthly Amount]** to the card or bank account on file on the **[Day]** of each month. By signing, you authorize us to charge the payment method on file for the amounts and on the schedule in this agreement, and for renewals under Section 8, until you cancel. You can change the payment method at any time by contacting us. We will tell you at least 10 days before any charge that differs from the usual amount.

7.4 Failed payments. If a charge fails, we retry it up to **[2]** more times over the following 14 days and tell you by text or email each time. If the payment is still unpaid 30 days after the first failed charge, routine visits pause until it is paid. We will never cancel this agreement for a failed payment without telling you first, in writing, and we will never let a required inspection lapse without telling you the date it was due.

7.5 Late invoices. An invoice unpaid 30 days after its due date pauses routine visits until it is

paid. There is no late fee.

8. Term, renewal, cancellation and notice to the permitting authority

8.1 Term. This agreement runs from the Start Date to the End Date on page 1.

8.2 Renewal. This agreement renews for another term of the same length at the end of each term unless you or we cancel. At least **[45]** days before the End Date we will send you a renewal notice by email or text that states the renewal date, the renewal price, how to cancel, and whether your permitting authority needs a copy of the renewed contract. If the price is going up, the notice will say so, and the new price applies only after the notice. We use 45 days rather than 30 because several counties want a copy of the renewed contract in their file 30 days before the old one expires.

8.3 How to cancel. Either of us can end this agreement with 30 days written notice. You can cancel by email to **[Email]**, by text to **[Phone]**, or by mail to the Company address on page 1, and we will confirm in writing within 5 business days. There is no cancellation fee. We may end it sooner if we cannot safely reach the system or if a required repair has been refused for more than 60 days, and we will say why in writing.

8.4 Notice to the permitting authority. Where the rules require it, we notify the permitting authority (and the system manufacturer, where required) in writing at least 30 days before our service stops, whoever cancelled. You are then responsible for signing with another provider and filing that contract within the window your rules set, usually 30 days. Appendix C has the dates.

8.5 Money already paid. Monthly plans end at the end of the paid month. Annual and multi-year plans: if this agreement ends before the End Date, we refund the routine inspections not yet performed at **[\$[Amount]]** per inspection, within 30 days.

8.6 State and local law. Some states regulate contracts that renew on their own, and every state and county with a maintenance-contract rule sets its own filing and notice deadlines. Appendix B lists the ones we know about. Where a law or your permit requires more than this section, the law or permit applies.

9. What is not included

- Pumping (Section 5), parts, and repair labor. These are quoted and billed separately.
- Repair or replacement of the drainfield, spray field, drip field or mound, and any soil or site work.
- Electrical work beyond the control panel, and the cost of electricity to run the system.

- Lab fees for effluent samples, unless your plan in Appendix A includes them.
- Permit fees, operating permit renewals, and fines the permitting authority charges the owner.
- Problems that existed before our first visit. We document them in writing at that visit, with photos, so both of us know where the system started.
- Damage from power outages, flooding, freezing, vehicles on the field, tree roots, prohibited items in the system, or work done by someone else.
- Components we cannot reach safely, or that the manufacturer no longer supports with parts.

10. Our responsibility

10.1 Workmanship. We warrant the maintenance work we perform for **[30]** days. If something we did was not done right, we come back and fix it at no charge.

10.2 System performance. Inspections and maintenance reduce failures; they cannot prevent every one. We are not responsible for the failure of the system, for effluent that does not meet a permit limit, or for a violation notice, unless our negligence caused it. We are also not responsible for a lapse in your permit compliance that results from a refused repair, blocked access or an unpaid invoice, as long as we told you in writing.

10.3 Insurance and damage. We carry liability insurance (certificate available on request). We are responsible for damage to your property caused by our negligence.

10.4 Limit. Except where the law does not allow this limit, and except for damage caused by our negligence, our total responsibility under this agreement is limited to the amount you paid us in the current term.

11. General terms

11.1 If you sell. Tell us before closing. This agreement can transfer to the new owner at the same address if they sign a short assumption we provide; many permitting authorities treat a sale as a new permit event, so Appendix C covers what to file. If the new owner does not take it over, it ends at closing and 8.5 applies.

11.2 Changes. Changes to this agreement must be in writing (email or text counts) and confirmed by both of us.

11.3 Whole agreement. This document, including Appendix A, is the whole agreement between us about maintenance of the listed system. Pumping, repairs and parts are quoted and agreed

separately.

11.4 Disputes. If there is a problem, either of us will contact the other in writing first and give 15 days to fix it. If that does not work, either of us can take the matter to small claims court or the local courts of **[County, State]**. This agreement is governed by the laws of the State of **[State]**.

11.5 Notices. We may send notices to the email and phone number on page 1. Tell us if they change.

Signatures

Company	Owner
Signed: _____ Name: [Name] Title: [Title] Maintenance provider license #: [Number] Date: [Date]	Signed: _____ Name: [Owner Name] Date: [Date]

Signing electronically (typed name, e-sign service, or a reply of "I agree" to this document by email) counts as signing. Some counties want an original or notarized signature on their own form as well; check Appendix C.

Appendix A: Plans and prices

These are example plans with example prices. Put in your own. The inspection count is set by the rule that applies to the system, so the plans differ in what happens between inspections: alarm calls, tablets, small parts and response time. Keep the middle plan the one you want most people to pick.

What you get	Basic	Standard	Premium
Routine inspections per year (Section 3)	[3] (as the rule requires)	[3] (as the rule requires)	[3] (as the rule requires)
Written reports, filed with the permitting authority where required	Included	Included	Included
Alarm and complaint visits, business hours (Section 4)	[\$95] per visit	Included	Included
Response time to alarms	[2] business days	[2] business days	Next business day
Chlorine tablets	Owner supplies	Included	Included
Small parts (floats, diffusers, spray heads) per term	Quoted	Quoted	Included up to \$[200]
Discount on repair labor and pumping	None	[10]%	[15]%
Price per year	[\$325]	[\$425]	[\$550]
Or per month, card on file	[\$29]	[\$38]	[\$48]
Two-year term, paid at signing	[\$600]	[\$790]	[\$1,020]

Pumping (Section 5), billed per event	Price
Tank up to 1,000 gallons	[\$375]
Tank 1,001 to 1,500 gallons	[\$450]

Pumping (Section 5), billed per event	Price
Each additional tank or compartment pumped on the same visit	[\$150]
Locating or digging to lids (avoided with risers)	[\$75] per hour
After-hours emergency visit (Section 4.1)	[\$195] plus parts

Pricing check: divide the annual price by the number of inspections and compare it with what a visit costs you to deliver (technician time, drive, testing supplies, report writing, filing). Three inspections at \$325 is about \$108 per visit before anything else. If that barely covers the visit, the plan is a compliance service you sell at cost and the margin has to come from pumping, parts and repairs. Know which business you are in before you set the number.

Appendix B: State and county notes (not legal advice)

General information to help you fill in Section 3.1 and Section 8 and to ask a local attorney the right questions. Not legal advice. Rules change and counties add their own; the permitting authority on page 1 has the final word. Checked September 2026.

Texas (30 TAC Chapter 285; Health and Safety Code 366.0515)

Systems with secondary (aerobic) treatment, drip emitters, surface application or non-standard treatment need a maintenance contract; conventional tank-and-drainfield systems do not. A new system starts with an initial two-year service policy from the date it is first used, and a copy goes to the permitting authority before the system is approved for use. After that, the owner of a single-family home either signs a new contract or maintains the system personally; commercial and multifamily owners must contract. The contract must list what is covered, the response time for owner complaints, the name of the licensed maintenance provider (an individual, not a company), the frequency of routine maintenance and of testing and reporting, who maintains the disinfection unit, and the provider's address and phone. The provider inspects, tests and files a report with the permitting authority and the owner at least once every four months, within 14 days of the visit; twice a year is allowed when the system has electronic monitoring. A copy of each contract goes to the permitting authority 30 days before the previous one expires; if either side ends the contract, the provider notifies the permitting authority, the manufacturer and the owner at least 30 days before service stops, and the owner files a new contract within 30 days. Counties may be stricter: some require quarterly inspections or prohibit owner maintenance. Ask yours.

Iowa (567 IAC 69.14)

Aerobic treatment units need a maintenance contract with a manufacturer-certified technician before installation and for the life of the system. Inspections are required at least twice a year at six-month intervals. Set Section 3.1 to two visits and make sure the technician's manufacturer certification for the installed brand is current.

Wisconsin (SPS 383.52 and 383.54; county forms)

The owner of a private onsite wastewater treatment system must keep a maintenance contract with a registered POWTS maintainer for as long as the system is used, if the system's management plan calls for evaluating, monitoring or maintaining any part at intervals of 12 months or less, and a service contract with a certified septage servicing operator if any component must be serviced that often. Counties run the maintenance programs and many record their own agreement against the property (Bayfield County's form, for example, requires

pumping within three years of installation and every three years after unless an inspection finds less than a third of the tank filled, is notarized, and binds future owners). Attach the county form to this agreement rather than replacing it.

Minnesota (Minn. Rules 7082.0100 and 7082.0600; county operating permits)

Type IV and Type V systems (and mid-sized systems under chapter 7081) run under a renewable operating permit issued by the county, with a management plan that sets maintenance frequency, which tasks need a licensed service provider, and monitoring. Counties condition the permit on a signed contract with a licensed service provider or maintainer and want the monitoring report before the permit expires; Aitkin County, for example, attaches the signed contract to the permit and uses its own three-page maintenance service, monitoring and inspection contract. Put the operating permit number and expiry on page 1 and calendar the report date in Appendix C.

Virginia (12VAC5-613-140 and 150)

Owners of alternative onsite sewage systems must have the system operated and maintained by a licensed operator, keep the operator's log and the O&M manual on the property, and pass them to the next owner. For systems up to 1,000 gallons per day the operator's first visit is due within 180 days of the operation permit and then every 12 months; larger flows are quarterly or monthly. Set Section 3.1 to the table in 12VAC5-613-150.

Ohio (OAC 3701-29-19)

Operation permits carry maintenance conditions, and an owner can show required operation and maintenance by holding a service contract with a registered service provider instead of a board of health inspection. Service providers must notify the board of health when a contract is not renewed, and O&M records go to the board within 60 days of an inspection. Section 8.4 of this agreement is written for that notice.

Maryland (COMAR 26.04.02; MDE BAT rules)

Best Available Technology (nitrogen-removing) units are required in the Chesapeake Bay Critical Area and for large systems, and every BAT unit sold in the state comes with a two-year operation and maintenance contract and a two-year warranty. After that, county health departments require the owner to keep the unit operated and maintained by a certified service provider for the life of the system, with service at least once a year. Set Section 3.1 to the county's number.

Louisiana (LDH Onsite Wastewater Program)

The installer provides a maintenance contract as part of the initial installation of an individual sewage treatment system, and homeowners must maintain the system for as long as they occupy the dwelling. Choose a provider on LDH's active list with an endorsement from the manufacturer of the installed system.

Arkansas (ADH Alternative Systems Manual)

Owners of aerobic treatment plants must keep a valid service contract with a certified individual or company, pay for maintenance, effluent testing and record keeping, and distributors report owners who fail to renew to the Department of Health. A renewal that lapses is reported, so use the 45-day renewal notice in Section 8.2.

North Carolina (15A NCAC 18A .1961)

Type IV, V and VI systems must be maintained by a certified management entity (a certified subsurface system operator), under contract with the owner, with the local health department tracking compliance. Confirm the inspection frequency for the system type in the rule's Table V.

Oklahoma (DEQ rules, per OSU Extension)

The installer of an aerobic treatment system must inspect and maintain it at no cost for two years after installation. After that the owner is responsible for keeping the system working; a contract is the usual way to do it. Confirm with DEQ whether your county adds a contract requirement.

Automatic renewal laws (any state)

If you bill monthly to a card on file or renew a paid term automatically, a growing list of states (California, New York, Massachusetts, Minnesota, Virginia and Colorado have all updated their rules recently) require clear disclosure before signup, the customer's consent to the recurring charge, a reminder before renewal, and a cancellation path as easy as signup. Sections 7 and 8 are written to fit those requirements. Your state may set a specific notice window or wording; ask your attorney.

When to pay a lawyer for an hour

- Before you use this document in place of a county's own contract form. Many counties accept a provider's contract that contains their minimum terms; some insist on their form. One call to the permitting authority answers it.
- Before you sell prepaid multi-year contracts, which some states treat as service contracts with their own rules.
- Before you bill monthly to a card on file in a state with an automatic renewal law.

- Before you take on commercial or multifamily systems, where the owner cannot self-maintain and the reporting duties are heavier.

An hour of local review usually costs \$200 to \$400. One lapsed contract that the county notices costs more, for you and for the owner.

Appendix C: Filing checklist and pumping log

Fill this in at signing and keep it with the agreement. It is the page the office uses.

Item	Who does it	Date or deadline
Copy of this signed contract to the permitting authority	☐ Company ☐ Owner	Within [30] days of signing, or [30] days before the old contract expires
Routine inspection reports filed with the permitting authority	Company	Within [14] days of each inspection: [Date] · [Date] · [Date]
Operating permit renewal (where the county issues one)	Owner, with our report attached	Permit expires [Date]; report due [Date]
Renewal notice for this agreement	Company	[45] days before the End Date: [Date]
Renewed contract filed with the permitting authority	☐ Company ☐ Owner	[30] days before the End Date: [Date]
If this agreement ends: notice to the permitting authority and manufacturer	Company	At least 30 days before service stops
If this agreement ends: new contract filed by the owner	Owner	Within [30] days of the end date
On sale of the property	Owner tells us before closing; buyer signs the assumption or applies for a new permit	[Date]
Effluent sample results, where required	Company collects; lab reports to [Authority]	[Frequency]

Pumping log

Date	Tank	Gallons	Sludge depth before	Hauler / disposal site	Receipt #

Inspection log

Date	Technician	Chlorine residual / lamp hours	Sludge depth	Report filed on	Repairs recommended

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