

ANNUAL MAINTENANCE

Annual Service Agreement

This Agreement is made as of the ____ day of _____, 20____, by and between Kraai Well Drilling, with its principal place of business at 110 124th Ave., Shelbyville, MI 49344 and _____ (Customer Name), with their water pumping equipment residing at _____.

Kraai Well Drilling agrees to make every reasonable attempt to provide a service call to the above address within one year of the above date in consideration of a fee of **\$375 per year**. Such a fee shall be payable in advance at the beginning of each agreement year.

The following services will be performed at the time of the maintenance call:

- Water Sample (E. Coli Test & Nitrate Test)
- Well & Water Treatment Inspections
- Chlorinate Well

Also included:

-10% Discount on any additional Kraai Well Drilling service provided during annual maintenance inspection.

Optional Add-Ons:

- | | | |
|--|-----------|----------|
| -Arsenic Test – \$50.00 | YES _____ | NO _____ |
| -Partial Chem. Test (Hardness, Iron, Sodium) – \$80.00 | YES _____ | NO _____ |
| -Volatile Organic Compounds (VOC) Test – \$130.00 | YES _____ | NO _____ |

By signing below, you are hiring Kraai Well Drilling to perform an inspection and service visit in a period once a year from the contract date.

CUSTOMER

PRINT NAME _____

SIGNATURE _____

DATE _____

EMAIL _____

KRAAI WELL DRILLING

PRINT NAME _____

SIGNATURE _____

DATE _____

EMAIL _____

The Terms and Conditions set forth on the back of this Agreement are incorporated by this reference into this Service Agreement. The Service Agreement and the Terms and Conditions shall collectively be referred to as this "Agreement." Please take time to read them carefully.



TERMS AND CONDITIONS

Customer's Right to Cancel: You may cancel this Agreement by mailing a written notice to Kraai Well Drilling at 110 124th Ave., Shelbyville, MI 49344 before midnight of the third (3rd) business day after you signed this Agreement. If you wish, you may use this page as that notice by writing, "I hereby cancel." And adding your name and address.

Acceptance: By Customer's signature on the front page of this Agreement, or other conduct by Customer which recognizes the existence of a contract between Customer and Kraai Well Drilling with respect to the subject matter hereof, Customer shall be bound by this Agreement.

Entire Agreement/Modifications: This Agreement is the complete contract between Customer and Kraai Well Drilling regarding Service Agreement. Any terms that add to, vary from, or conflict with this Agreement are void. No promise, statement, or representation by any of Kraai Well Drilling agents, employees, or representatives will be binding upon Kraai Well Drilling unless it appears in this Agreement. This Agreement may be modified or amended only by written Agreement signed by both Customer and an authorized representative of Kraai Well Drilling.

Term: The term of this Agreement begins on the Commencement Date and ends one (1) year from the Commencement Date ("Term"). At the end of the Term, this Agreement shall automatically renew for a period of one (1) year, provided that Customer makes payment pursuant to the invoice that Kraai Well Drilling issues to Customer for the extension.

Fee: Kraai Well Drilling reserves the right to adjust the fee of this Agreement at any time.

Payment: Customer shall pay Kraai Well Drilling on time for all amounts due under this Agreement on or before the due date set forth in any invoice including applicable tax, charges, and late penalties. If Customer pays Kraai Well Drilling by check or pre-authorized debit transaction that is returned unpaid, Kraai Well Drilling may charge Customer a return payment charge of thirty-five dollars (\$35) each time that Customer's check or pre-authorized debit transaction is returned unpaid.

Default: If Customer fails to pay the total price or any other amount owed to Kraai Well Drilling when due or fails to permit Kraai Well Drilling to perform duties outlined in the Agreement, Customer shall be in default of Customer's obligations under this Agreement and Kraai Well Drilling shall have no further obligation to Customer hereunder, including, but not limited to, additional service visits.

Time: Kraai Well Drilling will perform all obligations outlined in the Agreement in Customer's location during normal business hours, 8:00 am to 5:00 pm, Monday through Friday, except holidays.

Access: Customer shall provide Kraai Well Drilling adequate access to the equipment.

Water Quality: If Customer's water quality, water usage, water pressure, or flow rate changes, or if the equipment is affected by external factors such, sediment or sand, iron, or an inadequate water supply, additional equipment or parts may be required. At Customer's request, Kraai Well Drilling will furnish such equipment, parts, and/or labor to Customer at Kraai Well Drilling regular prices then in effect.

Repairs & Parts: Any repairs required beyond those provided in this agreement will be brought to your attention. In the event that Customer's Equipment requires repair, Kraai Well Drilling, at Customers request will furnish such equipment, parts, and materials needed for the repair at regular prices then in effect. Kraai Well Drilling shall not be liable for any loss arising from delay, failure to discover a condition requiring repair or replacement, or as a consequence of any performance under this agreement.

Indemnity: Customer shall pay, defend, indemnify, and hold harmless Kraai Well Drilling and its employees, agents, authorized representatives, subsidiaries, and affiliates from and against any loss, damage, liability, claims, suits, attorney's fees, and cost arising out of or relating to this Agreement, except to the extent that any actual damages are attributable to the negligence of Kraai Well Drilling. Customer's indemnity obligation shall survive the expiration, termination, or cancellation of this Agreement.

Limitation of Liability: **CUSTOMER ASSUMES ALL LIABILITY FOR ALL CLAIMS, INJURY, AND/OR DAMAGE ARISING OUT OF POSSESSION, USE, OR CONTROL OF THE EQUIPMENT. KRAAI WELL DRILLING SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES UNDER THIS AGREEMENT.**

Customer's sole and exclusive remedy against Kraai Well Drilling for any claim alleging that any services were inadequate shall be for Kraai Well Drilling to either correct the defective work or refund Customer the total price at Kraai Well Drilling's sole and exclusive determination.

Miscellaneous: If Customer's equipment requires repair or replacement due to misuse, alteration, freezing, neglect, accident, foreign matter, fire, flood, or imaginary issues, at Customer's request, Kraai Well Drilling will furnish such equipment, parts, and/or labor to Customer at Kraai Well Drilling regular prices then in effect. Additional charges may also apply for service due to imaginary issues.

