Aquaworx Remediator™ Certified Installer Agreement
Aquaworx™ by Infiltrator®

Name _____ Business Name _____

Address _____ City, State & Zip _____

County _____ Counties within Service Area _____

Telephone _____ Fax _____ Cell _____

Email _____ Certified Installer/Contractor License Number _____

This Certified Installer Agreement (the "Agreement") dated _____, 200__, by and between Infiltrator Systems, Inc. ("ISI"), a Connecticut corporation with its principal place of business at 6 Business Park Road, Old Saybrook, CT 06475 and "Installer" (information listed above).

WHEREAS, ISI is the manufacturer of the Aquaworx Remediator™ and accompanying accessories including the Bacterial Catalyst, the Aquaworx Remediator™ Air Pump and the Air Basin Assembly (the "Products");

WHEREAS, ISI is the owner or licensee of certain trademarks as set forth on Exhibit A (the "Marks") and the goodwill represented by the Marks;

WHEREAS, the Installer desires to hold itself out to the public as a "Certified Installer" of the Products and ISI desires to appoint Installer as a Certified Installer of the Products under the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises of the parties, the sufficiency of which is acknowledged, the parties agree as follows:

1. Prior to commencing its business as a Certified Installer hereunder, Installer shall take a certification course established by ISI. Upon successful completion of the certification course, Installer is issued a certificate card to be used as proof of completion with customers and regulators. Installer shall follow all of ISI's installation instructions, including without limitation, providing to ISI a fully completed and executed Site Evaluation Form following each installation of a Product. Installer agrees that it shall be fully responsible for all warranty claims in the event that it does not comply with the installation instructions and site evaluation requirements.

2. Installer shall be fully responsible for all permits and licenses with regard to any installation or maintenance of the Products. Installer shall be fully licensed to install and maintain the Products and shall provide ISI copies of such licenses upon request. All work performed as a Certified Installer hereunder shall be in full compliance will all applicable laws and regulations. Installer shall only use ISI approved methods and materials in the installation and maintenance of the Products. All electrical connections shall be made by licensed electrician as may be required by local regulation.

3. ISI will provide the Installer technical support on the installation and maintenance of the Products and forward sales leads to Installer in its local area.

4. Installer shall provide each of its customers with a copy of ISI's Limited Warranty for the Product being sold.

5. ISI shall assume no liability to Installer or any third party with respect to the services rendered by Installer. Installer hereby indemnifies and holds ISI harmless against any loss or losses as a result of claims, actions, lawsuits and investigations, including without limitation, attorneys fees involving or arising from Installer's activities as a Certified Installer of the Products, including, without limitation, its sales and installation activities.

6. a. Installer agrees to maintain in full force and effect insurance coverage in such amounts to satisfy the minimum liability, workman's compensation, and commercial automobile as required by the state or local licensing agreement.

   OR

   b. In the event that the state or local licensing agency does not have minimum insurance requirements, the Installer shall maintain in full force and effect (a) Commercial General Liability insurance for damages claims due to bodily injury (including death) or property damage caused by or arising from acts or omissions of Installer, including broad form property damage and blanket contractual liability with limits of $1,000,000 per occurrence; (b) Workers Compensation insurance in compliance with all statutory requirements as well as employer's liability insurance with limits of $500,000; (c) Commercial automobile insurance for all owned, non-owned or hired automobiles with limits of at least $1,000,000 per occurrence; and (d) Umbrella liability insurance with limits of $1,000,000. Installer shall upon execution hereof and thereafter upon request provide ISI a certificate of insurance evidencing all such required coverage and proof of a current contractor's license.

7. Subject to the terms and conditions of this Agreement, ISI hereby appoints Installer as a "Certified Installer" of the Products and grants to Installer a non-exclusive, non-transferable, limited license to use the Marks in connection with its business as a Certified Installer of the Products. Whenever a Mark is used as provided herein, the Mark shall be accompanied by appropriate notice of statutory rights ("®") or common law rights ("™"), as directed by ISI, or other such words and/or symbols as may be requested by ISI from time to time. Installer will use a Mark only in the style and according to the specifications reflected in Exhibit A. Installer agrees that all rights in and to the Marks are and shall remain vested in ISI, and that all rights accruing from Installer's use of the Marks shall inure to Licensor.

8. This Agreement may be terminated by ISI for breach of any of Installer's obligations hereunder without notice. This Agreement may be terminated by either ISI or Installer at any time and without any reason upon thirty (30) days notice. Paragraph 5 shall survive any termination of this Agreement. Upon termination, Installer shall immediately stop using the Marks and no longer hold itself out to the public as a Certified Installer of the Products.

9. This Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles.

10. This Agreement may be executed in counterparts and/or by facsimile.

Infiltrator Systems, Inc.	Installer
Signature _____	Signature _____
Printed _____	Printed _____

Exhibit A

AQUAworx REMEDIATOR™ CERTIFIED INSTALLER

AQUAWORX ♻ PO BOX 768 ♻ OLD SAYBROOK, CT 06475 ♻ 877-278-2979 ♻ 860-577-7001

White Copy: Aquaworx **Yellow Copy: Certified Installer**