

BACKFLOW TESTING APPLICATION AND RIGHT OF ENTRY AGREEMENT TO ALLOW DISTRICT REPRESENTATIVES TO ENTER PROPERTY TO PERFORM INSPECTION OF BACKFLOW PREVENTION ASSEMBLY

This Agreement ("Agreement") is made by and between the Woodinville Water District ("**District**"), and _____ ("**Owner**") (individually a "Party" and collectively the "Parties") for the purposes set forth below.

The District operates a community water system in the Woodinville area located in King County, Washington. Owner owns certain residential real property located at _____ ("Property").

The purpose of this Agreement is to allow the District to inspect and test Backflow Prevention Assemblies ("**Assemblies**") which are installed on Owners' private property. The purpose of the test is to certify that the Assemblies are functioning properly. The District will have an independent contractor certified as a Backflow Assembly Tester ("**BAT**") perform such testing.

Owners who participate in the Backflow Testing Program will be billed by the District for a fixed cost of Forty Dollars (\$40.00) ("Inspection Work Cost") per Assembly to have the Assemblies inspected, tested, and certified ("Inspection Work"). The fixed cost will include the cost to test, repair, and retest Assemblies. The Owner will be notified by the District if an Assembly fails and the District determines the Assembly is no longer repairable; in that event the Owner shall be responsible to arrange for and replace the Assembly at Owner's cost. The Owner will continue to own the Assembly.

The Inspection Work Cost shall be considered a cost to provide water service to the Property and shall be included in the Owner's bimonthly water service billing from the District, and, if not paid within thirty (30) days of the date of the District's billing for the Inspection Work Cost, the District shall have all rights as provided by RCW 57.08.081 and applicable District resolutions, policies and procedures to recover the Inspection Work Cost.

The District will allow the Owner to participate in the Backflow Testing Program on the terms and conditions in this Agreement, including that the Owner pay for the service and that the Owner grant the District and its agents (collectively the "**District**") the right to enter upon the Property in the area of the Assembly to perform the Inspection Work. The District shall have such right of entry upon the Property during the term of this Agreement commencing from the Effective Date set forth below.

Each Party shall indemnify, defend and hold the other Party harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, law suits and other proceedings and costs and expenses, including attorney's fees, for bodily injury to persons or damage to property caused by or resulting from the negligence of the other Party.

The District and the Owner reserve the right to terminate the Backflow Testing Program and this Agreement and to determine not to provide the Inspection Work any further. Therefore, this Agreement is valid until terminated by either Party at any time without cause by providing the other Party at least five (5) business days written notice or when ownership has changed, provided the Owner shall still be required to pay the District for any Inspection Work performed by the District for the Owner prior to the effective date of termination.

Any notice to be given or any document to be delivered by either Party to the other herein shall be delivered in person, by facsimile, by email, or mailed by regular post and addressed to the District or the Owner at the following addresses:

Owner: _____

Email: _____

Phone # _____

C-Phone # _____

Return to:
Woodinville Water District
PO Box 1390
17238 NE Woodinville-Duvall Rd
Woodinville, WA 98072
Attn: Water Quality Office
Email to: backflowtesting@woodinvillewater.com

This Agreement shall be effective on the date by which both Parties shall have signed this Agreement in the space provided below ("Effective Date").

Woodinville Water District ("District")

By: _____

Its: _____

Dated: _____

Owner: _____

Dated: _____