



# AUTOMATIC BACKFLOW TESTING AND RIGHT OF ENTRY AGREEMENT

This Automatic Backflow Testing and Right of Entry Agreement ("Agreement") is between Lakewood Water District and its agents (collectively "LWD") and \_\_\_\_\_ ("Owner" individually a "Party" and collectively the "Parties") for the purposes set forth below.

LWD operates a community water system in the Lakewood area located in Pierce County, Washington. Owner owns certain residential or commercial real property located at \_\_\_\_\_ ("Property"). The purpose of this agreement is to authorize LWD to inspect and test a Backflow Prevention Assembly/ies ("Assembly") which is/are installed on Owner's Property. The purpose of the test is to certify that the Assembly is functioning properly according to RCW 246.290.490. LWD will have an independent contractor certified as a Backflow Assembly Tester ("BAT") in the State of Washington perform such testing.

Owners who execute this Agreement will be billed by LWD for a fixed cost per LWD's current Rates, Fees, & Charges Schedule per Assembly ("Work Cost") to have the Assembly inspected, tested, and certified ("Work") each year at LWD's discretion. The fixed cost will include the cost to test, clean the assembly if necessary, and retest. Owner will be notified by LWD if an Assembly fails. Owner shall then have a certified BAT or plumber repair the Assembly and submit documentation of the repairs and passing re-test to LWD. If the Assembly is found to be no longer repairable, Owner shall be responsible for the replacement of the Assembly. Any new Assembly shall be subject to inspection, testing, and certification by LWD's BAT at an additional Work Cost.

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

LWD will allow Owner to participate in the terms and conditions of this Agreement, including that Owner pay for the service and that Owner grants LWD the right to enter upon the Property in the area of the Assembly to perform the Work. LWD 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, lawsuits, and other proceedings, 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.

LWD and Owner reserve the right to terminate this Agreement and to determine not to provide the Work any further at any time without cause by providing the other Party at least five (5) business days written notice, provided that Owner shall still be required to pay LWD for any Work performed by LWD for 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 or mailed by regular post and addressed to LWD or Owner at the following addresses:

Owner \_\_\_\_\_

Date \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

LWD Signature \_\_\_\_\_

Mailing Address: P.O. Box 99729,  
Lakewood, WA 98496-0729

E-Mail: [wslemp@lakewood-water-dist.org](mailto:wslemp@lakewood-water-dist.org)

Fax: 253-588-7150

Phone: 253-588-4423 x-121