



# BACKFLOW TESTING AND RIGHT OF ENTRY AGREEMENT

This Backflow Testing and Right of Entry Agreement ("Agreement") is made by and 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 and its agents to access, inspect, and test a Backflow Prevention Assembly/ies ("Assembly") which is/are installed on the Property. The purpose of the test is to certify that the Assembly is functioning properly in compliance with the requirements of Washington Administrative Code 246-290-490. LWD will have an independent contractor certified by the State of Washington as a Backflow Assembly Tester ("BAT") perform such testing.

Owners who sign 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") on an annual basis. The Work Cost will include the cost to test, clean the Assembly if necessary, and retest the Assembly if necessary. Owner will be notified by LWD if an Assembly fails the test procedure. Owner shall then be required to have a certified BAT or plumber repair the Assembly and submit documentation of the repairs and passing a re-test to LWD within thirty (30) days of the District notice. If the Assembly is found to be no longer repairable, Owner shall be responsible for the installation of a replacement 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 the Work cost is not paid by the Owner within thirty (30) days of the date of LWD's billing to the Owner for the Work Cost, LWD shall have all rights as provided by RCW 57.08.081 and applicable LWD resolutions, policies, and procedures to recover the Work Cost.

LWD will allow Owner to participate in this backflow assembly testing program on the terms and conditions of this Agreement, including that Owner pay for the service and that Owner grants LWD and its agents 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.

LWD and Owner each have 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 Owner shall still be required to pay LWD for any Work performed by LWD for the Owner prior to the Effective Date of termination. This Agreement shall be effective on the date by which both Parties have signed it ("Effective Date").

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 Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Mailing Address: 11900 Gravelly Lake Drive  
SW Lakewood, WA 98499

Phone: \_\_\_\_\_

Phone: 253-588-4423 x-121

Fax: 253-588-7150

Email: \_\_\_\_\_

Email: sjorgensen@lakewoodwater.org