



Complete and Return this Form by July 31, 2017
*If you are **not** using VOMWD to install your device please only fill out steps 1 and 5*

Backflow Installation Agreement

Customer Name: _____ Phone #: _____
(Please Print)

Customer Address: _____

Step One: Select Backflow Device Installer (check one below)

Installation of a Reduced Pressure Backflow Device is mandatory; however, you may decide the installer of the device.

Plumber of Your Choice (if known): _____

Any customer not using VOMWD to install their backflow device shall provide to VOMWD, as soon as practicable following installation, a receipt showing payment in full to the plumber that installed the device. VOMWD may, in its sole discretion, inspect any backflow device and installation to ensure compliance with all applicable federal, state, and local rules and regulations. Upon completion, customer agrees to operate and maintain the backflow device, in accordance with all applicable federal, state, and local rules and regulations. VOMWD shall have no responsibility for operation or maintenance of the backflow device after completion of the installation.

Check here if you are using a plumber other than VOMWD and wish to seek financing options (additional information will be mailed to you).

Valley of the Moon Water District (VOMWD)

Cost \$1,200 includes: backflow device (Wilken 975XL2), expansion tank, frost bag and lock compliant with HOA standards, concrete pad, other materials as needed, all labor, initial backflow test/certification, County permits and inspections and one-year warranty.



Property Owner Signature: _____

Step Two: Down Payment and Total Installation Cost

Only complete this step if you are using VOMWD to install your backflow device.

I understand, acknowledge, and agree that prior to installation, an initial deposit of \$300 is required for procurement of the backflow device and additional materials required for installation. VOMWD will invoice you for the deposit between August 1st and September 30th (do not include a check with this agreement). The deposit is required before any work is performed by the District pursuant to this Agreement. The deposit amount will be applied against the total cost of installation and is refundable should this Agreement be mutually canceled prior to work beginning.

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I understand, acknowledge, and agree that I shall be responsible for total payment to VOMWD of \$1,200 for the procurement and installation of the backflow device. Further, I hereby agree to pay the remaining balance of \$900 (\$1,200 - \$300 down payment) within 30 days of completion of the work on my property that has been performed by VOMWD, subject to all other terms and conditions of this Agreement.

 Sign

Property Owner Signature: _____

Step Three: Participate in the District's Advance Payment Program (check one)

Only complete this step if you are using VOMWD to install your backflow device.

For households where income does not exceed \$45,000 per year (75% of median household income of District customers) the District will provide advance funding for the installation in an amount not to exceed \$900 (\$1,200 - \$300 down payment) and which funds will be repaid through the customer's bi-monthly water bill. Bi-monthly charge will = \$77.92 (amount includes a one-time \$25 administration fee, and 1% annual interest on the amount of advanced funding). Total payments made over two years will = \$935.04.

- Yes** – Please sign each acknowledgment and certification below as indicated.
- Acknowledgement of repayment obligation and authorization to place repayment charges on bi-monthly water bill: By signing below and executing this Agreement, I understand, acknowledge, and agree that I will be obligated to repay the advanced amount per the terms stated above and that VOMWD reserves the right to terminate water service should I fail to make any required payment. I further agree that VOMWD may, in its sole discretion, record a memorandum of this agreement, and record a lien against the property to ensure repayment by the current property owner or any successor in interest. Any such lien may require full payment upon sale of the property.

 Sign

Property Owner Signature: _____

- Income certification (must be completed by an independent third party, such as an auditor, accountant, certified tax preparer, or as may otherwise be approved by the District, in its sole discretion): I hereby certify that the customer identified on page one has an annual household income of less than \$45,000.

Company Name: _____

 Sign

Signature: _____

- No:** I do not wish to participate and/or I do not meet eligibility requirements to participate in the District's Advance Payment Program.

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Step Four: Acknowledgement and Agreement to Terms of Right of Entry and Indemnification (see reverse for full text)

Only acknowledge this step if you are using VOMWD to install your backflow device.

VOMWD shall have Right of Entry upon the Property for the express purpose of installing the backflow prevention device. By signing this Agreement, I understand, acknowledge, and agree to the Right of Entry and Indemnification terms found at the end this Agreement, which terms are incorporated here as if fully set forth.



Property Owner Signature: _____

Step Five: Signatures

This Agreement represents the entire understanding of the parties as to those matters contained herein and may be amended only in writing and signed by the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

The undersigned signatories represent and warrant that they are authorized to execute this Agreement for the Parties behalf of which they are signing. Each signatory individually agrees to defend, indemnify and hold harmless the other parties from any and all claims, injuries, liability or damages that may arise out of their lack of authority to execute this Agreement for the Parties behalf of which they are signing.



Property Owner Signature (date)

VOMWD Representative Signature (date)

Please return in the self-addressed and stamped envelope.

Right of Entry and Indemnification

1. OWNER hereby grants to Valley of the Moon Water District ("DISTRICT") its agents, employees, consultants, and contractors the right to enter upon the OWNER's Property for the purpose of designing and installing a backflow prevention device on the property as described in this Agreement. The work shall include all efforts to accomplish the work, including, without limitation, excavation, depositing, stockpiling or storing soil, materials, supplies, equipment, tools, and vehicles, and incidental temporary installations.
2. OWNER shall refrain from interfering with the operations of DISTRICT crews during construction. In the event that OWNER observes any deficiencies in the DISTRICT's work, or experiences any problems with DISTRICT's crews, OWNER shall immediately notify the DISTRICT by telephone (707-996-1037) in order to provide DISTRICT with the opportunity to address or resolve such deficiencies and/or problems.
3. The permission to enter granted by this Right of Entry shall be effective as of the date of execution by the OWNER and shall continue in full force and effect until completion of the work on your property.
5. DISTRICT agrees to restore the surface of the Property to a surface elevation comparable to the condition which existed prior to the DISTRICT's entry thereon for purposes of carrying out the work. Notwithstanding the foregoing, OWNER expressly consents to any required modifications of the potable water service line, water meter, and related appurtenant facilities on the Property in order to properly install the backflow device.
6. DISTRICT will indemnify and hold harmless OWNER from all claims, injuries, liability or damages directly resulting from the negligent acts of the DISTRICT, or its employees on the Property pursuant to this Right of Entry. The DISTRICT's obligations under this section shall not extend to any claims, demands, losses, expenses or liabilities arising in whole or in part from OWNER's breach of any of the terms, conditions, representations or warranties contained in this Right of Entry, or out of the negligent or intentional acts of anyone other than the DISTRICT or its employees.

OWNER shall indemnify, defend, and hold DISTRICT 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 associated with the installation of the backflow prevention device, resulting from any negligent or intentional acts of OWNER, or anyone other than the DISTRICT or its employees, including invitees and tenants.

7. Upon completion of the installation, OWNER agrees to operate and maintain the backflow device, in accordance with all applicable federal, state, and local rules and regulations. DISTRICT shall have no responsibility for operation or maintenance of the backflow device after completion of the installation. Notwithstanding the foregoing, DISTRICT shall provide a 12 month warranty against defects in the backflow device (per the manufacturer's warranty) and a 12 month warranty against defects in the installation work performed by DISTRICT.
8. OWNER represents and warrants that OWNER has no knowledge of any hazardous materials release on the Property and that, to the best of OWNER's knowledge, the Property is free and clean of any environmental contamination. Notwithstanding the preceding provisions of this agreement, if any hazardous materials, environmental contamination, or other unforeseen conditions are discovered on the property during the course of work by DISTRICT, the DISTRICT may immediately cease work and DISTRICT shall have no further obligations under this Agreement or as a result of the entry onto the Property.