



## LAKE COUNTY

### **DISTRIBUTED WASTEWATER TREATMENT SYSTEM HOLD HARMLESS AGREEMENT**

In consideration of the request for the initiation of service provided by LAKE COUNTY, the undersigned Property Owner and LAKE COUNTY agree upon the following terms:

1. Prior to the initiation of CONVERSION AND INSTALLATION the Distributed Wastewater Treatment System (DWTS), the Property Owner agrees to fully inspect the premises at the above location to determine that all taps and faucets are closed and that the service lines are not broken, punctured, or otherwise obstructed.
2. The Property Owner understands that LAKE COUNTY is relying upon the Property Owner to conduct this inspection prior to the initiation of service, and it is agreed that the Property Owner will indemnify and hold harmless LAKE COUNTY and its agents from any damages that may result from defects of the nature described above and also from any other damages which are the result of the Property Owner's own negligence.
3. It is further agreed that any investigation or inspection that may be conducted by the agents of LAKE COUNTY prior to initiation of service, will not amount to an undertaking of any responsibility or liability and such inspection will not be considered a waiver of the County's reliance upon the Property Owner's agreement to fully inspect the premises and to indemnify and hold harmless the County from any damages that may be subject to the above conditions. For a Property Owner who has an irrigation system, or secondary or auxiliary utilities, LAKE COUNTY and its agents are not responsible for damage to such irrigation system or utilities.
4. An initiation of service fee will be assessed and provided with the application for service. LAKE COUNTY will not connect the service until the necessary application has been completed and any deposit is paid, or other contractual arrangement has been accepted. Upon acceptance thereof by LAKE COUNTY, the application constitutes a service contract based upon these and other LAKE COUNTY rules, regulations, rates, and policies and becomes effective at the time the Property Owner is connected to LAKE COUNTY system.
5. NOTICE: The Property Owner shall always remain the owner of the drain field and is responsible for any repair or replacement of the drain field. The drain field shall be located to be easily accessible for repair and maintenance by the owner. It is recommended that the owner does not plant landscaping within fifteen (15) feet of the drain field or DWTS Treatment Tank structure.

6. Duly authorized agents of LAKE COUNTY shall always have access to utility-owned facilities on the customer's premises for the purpose of installing, maintaining, inspecting, sampling, and removing utility equipment and shall have access to the premises during normal working hours for these purposes. Failure to provide such access may be grounds for discontinuance of service and relocation of equipment at the customer's expense. Neither LAKE COUNTY nor its agents shall be liable for trespass during the performance of these activities. The customer shall grant or cause to be granted to LAKE COUNTY, without cost to LAKE COUNTY, all rights, easements, permits and privileges which in the opinion of LAKE COUNTY are necessary for the rendering of service to the customer.
  
7. **WARNING! TO PREVENT MALFUNCTION OF YOUR DWTS UNIT, DO NOT DISCHARGE THE FOLLOWING MATERIALS INTO TOILETS OR DRAINS:** Plastic, cloth, cigarette stubs, paper towels and tissue paper, acids or caustics, soaps or cleaning materials which have a high or low pH factor (use low suds detergents if possible), disposable diapers, rubber products, automatic toilet disinfection products, excess grease or fatty materials, motor oils, grease, kerosene, gasoline, paints, or backwash from water softeners or reverse osmosis systems. Any Property Owner caused damage to the treatment unit from the discharge of materials that cause a malfunction of the treatment unit will be repaired by LAKE COUNTY or its agents, and the cost for such repairs will be assessed and appear on the next customer bill.
  
8. **WARNING! TO FUNCTION PROPERLY, THE DWTS UNIT MUST BE SERVICED ONLY BY A QUALIFIED PROFESSIONAL. ATTEMPTED REPAIR BY ANYONE OTHER THAN A QUALIFIED PROFESSIONAL MAY CAUSE SERIOUS INJURY OR DEATH AND MAY CAUSE DAMAGE TO THE UNIT OR OTHER PROPERTY.** Any Property Owner caused damage from such attempted repair to the treatment unit or control panel will be repaired by LAKE COUNTY or its agents, and the cost for such repairs will be assessed to the Property Owner. If the invoice is not paid within thirty (30) days of receipt, the cost of repairs will be included as part of the MSBU on the Property Owner's tax bill.
  
9. **WARNING! DO NOT DISCONNECT THE POWER TO THE DWTS UNIT. DO NOT ALLOW CHILDREN TO PLAY ON OR AROUND THE UNIT. DO NOT OPEN THE CONTROL PANEL.** The treatment unit requires access to power to operate and communicate with the LAKE COUNTY's utility operators or their agents. Power disruption will be immediately reported and may trigger a site visit by a repair technician. Any Property Owner caused damage to the treatment unit or control panel will be repaired by LAKE COUNTY or its agents, and the cost for such repairs will be assessed to the Property Owner. If the invoice is not paid within thirty (30) days of receipt, the cost of repairs will be included as part of the MSBU on the Property Owner's tax bill.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PROPERTY OWNER'S PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PROPERTY OWNER'S PRINTED NAME \_\_\_\_\_

**\*All Property Owners having an interest in the Property must execute this document. Additional pages may be added, if needed.**

LAKE COUNTY REPRESENTATIVE \_\_\_\_\_