

CARLSBORG SEWER SYSTEM – CLALLAM COUNTY

Application and Agreement for Sewer Connection Permit and Service: TERMS and CONDITIONS

The undersigned hereby applies for permission to construct or repair a side sewer to the service property ("Property"), as described on the reverse side of this Application/Agreement. The undersigned is:

- the legal owner(s) ("Owner") of Property.
- a representative of the legal owner(s) of Property ("Owner"), who is authorized to present information related to this application and accept the terms and conditions stated herein on behalf of Owner. If the undersigned is not so authorized by Owner to act on his/her/their behalf for the purposes stated herein, this Application/Agreement shall be void and the sewer service so granted hereunder terminated without refund of any fees paid.

Current and future owner(s) of Property and/or their representative(s) are, individually and collectively, hereinafter referred to as "Applicant." The terms of this Application/Agreement shall be conditions running with Property binding upon all subsequent owners of Property. Applicant agrees to the following terms as conditions for receiving sanitary sewer service from County.

1. All applicable charges, regulations and construction requirements, adopted and set forth by County from time to time, shall be paid and complied with fully and completely. Unpaid charges shall become a lien against Property and subject to foreclosure pursuant to RCW 36.94.
2. Applicant hereby agrees to maintain the side sewer constructed under this permit in accordance with the rules and regulations of County, and will permit entry access by authorized representatives of County onto Property, at any reasonable time, for the purpose of inspection for compliance with all County regulations.
3. Applicant is notified that County's sewer system is a sanitary sewer and agrees not to allow connection from storm water drainage from any source into the County's collection system. This includes, but is not limited to, roof downspouts, building footing drains, springs or underground water from any property, and any outside groundwater drains.
4. Applicant and the Applicant's contractor agree to indemnify and hold County harmless, for any liability, damage and/or costs, which may accrue from the prosecution of side sewer work under this permit.
5. Applicant and Applicant's contractor agree to safeguard the work done under this permit in such a manner as to prevent injury and/or damage to the public. Such precautions shall include the employment of all necessary safety measures such as lighting, barricades and safe access, ingress or egress throughout the working area and to comply with all regulatory requirements for job site safety.
6. No backfilling shall be done until the work has been inspected and approved by the County's authorized inspector. Applicant and/or Applicant's contractor must call for inspection upon completion of construct, before backfilling, of any portion of the side sewer.
7. Applicant and Applicant's contractor agree that all street cleanup and road restoration shall be made to the satisfaction of Clallam County and any private property owners impacted by the construction or repair of the side sewer.

8. Applicant and the Applicant's contractor agree to obtain, at no cost or liability to County, all necessary permits for the construction work to be accomplished under this application.
9. Applicant agrees to indemnify and hold County harmless under any situation or condition which may develop, on or in Property's side sewer lateral, which lateral is the subject of this application.
10. Additional inspection or callback resulting from the contractor's inability to have work ready for inspection when the contractor schedules an inspection appointment, poor workmanship or failure to comply with the regulations and construction requirements of County, shall be paid for by Applicant on a time and materials' basis at rates published (rate resolution) on the County's website. Failure to pay for the services rendered will result in a lien being filed against Property and refusal of service by County.
11. A notice of occupancy or change of ownership shall be furnished to the County immediately upon a change of ownership and/or occupancy of Property.
12. Applicant warrants that all information on the drawings, plans and documents submitted in support of this application is correct and accurate. Construction alteration from the submitted plans and drawings, without written consent from County, will void this Application/Agreement and the side sewer permit so issued.
13. Unless specific exemption applies per negotiated agreement, encroachment upon any County utility easement within Property shall void this Application/Agreement and the side sewer permit so issued.
14. Billing for sewer service will commence with the inspected and approved side sewer connection regardless of water service availability, completion, or occupancy status of the connected structure. In the event any action or proceeding is brought by either party against the other related to this Application/Agreement, the substantially prevailing party shall be entitled to recover from the other party its costs, including but not limited to reasonable attorney's fees, incurred in such action or proceeding, including any trial, appeal, or bankruptcy proceeding, which amounts shall be included in any judgment entered in such action or proceeding; provided, however, that if more than one matter is disputed and each party prevails as to one or more of the disputed matters, then such costs, expenses and attorney's fees shall be awarded in proportion to the monetary values of the matters on which each party prevailed. As part of the consideration for this Application/Agreement, each of the parties hereto waives the right to trial by jury in connection with any dispute or action under this Application/Agreement. In any action brought to interpret or enforce any of the provisions of this Application/Agreement, the venue of same shall be Clallam County, Washington.

Print Name: _____

Billing Address: _____

Signature: _____

Email Address: _____

Phone: _____

Date: _____