

This Instrument Prepared By:

City of Lakeland, Water Utilities Dept.  
501 E. Lemon Street W-ADMN/ENG  
Lakeland, FL 33801

Section: \_\_\_\_\_  
Township: \_\_\_\_\_ South  
Range: \_\_\_\_\_ East  
Parcel No: \_\_\_\_\_ - \_\_\_\_\_

## Agreement of Annual Testing & Maintenance of Backflow Prevention Devices

City of Lakeland, Water Utilities Department

The following development known as \_\_\_\_\_, located at \_\_\_\_\_ in Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_, is intending to install backflow prevention devices which will not be maintained by the City of Lakeland.

TYPE	SIZE	NUMBER

By doing so it is understood that, the following conditions and requirements must be met:

- A. The owner, on behalf of itself, its heirs and assigns, is responsible for all maintenance, operation, and annual testing and repair of the backflow device(s) beyond the meter. The owner will have annual testing and maintenance performed, and results submitted to the City of Lakeland, Water Operations, 1000 East Parker Street, Lakeland, Florida, 33801, within ten (10) days from the designated annual test date.
- B. Initial testing and submittal of results of the device(s) will be performed within ten (10) days from the date the City of Lakeland, Water Operations acknowledges completion of the project with which the backflow prevention device(s) are associated. Should the device(s) not test satisfactorily the device(s) will be, re-tested, repaired, or replaced, so as to have satisfactory test results submitted within the ten (10) day period. If unable to meet this schedule, owner must contact City of Lakeland Water Distribution to establish a new date.
- C. The owner, on behalf of itself, its heirs and assigns, understands that annual testing must be completed at the owner's expense in accordance with Florida Administrative Code 62-555.360 by an individual certified by having completed a course in backflow prevention acceptable to the City of Lakeland. The tester's current proof of certification must be on file with the City of Lakeland, Water **Distribution**. The test results must be submitted to the City within ten (10) days of the test.
- D. The owner understands that maintaining operational backflow prevention device(s), in accordance with City of Lakeland standards, and annual testing as described, is a requirement for continued water service from the City of Lakeland, and that non-compliance may result in the termination of water service.

# Agreement of Annual Testing & Maintenance of Backflow Prevention Devices

- E. The owner, on behalf of itself, its heirs and assigns, agrees to defend, indemnify, and hold harmless the City of Lakeland for any claims, losses, judgments, injuries, damages, causes of action of any kind for whatsoever (including attorney's fees at the trial and appellate levels), without limitation, arising in any manner from water leaks from any or all connections downstream of the meter. This indemnification should remain in effect indefinitely. This owner may assign this indemnification responsibility to another party only upon written approval by the City of Lakeland. In the event of a change of ownership of this property, this agreement automatically transfers to the new ownership as a condition of water service from the City of Lakeland, to this property.
- F. The City reserves the right to require changes to this agreement as necessary to comply with changes in code, law, or departmental standards.
- G. Signing of this agreement acknowledges that the above conditions have been read, understood and agreed to.

IN WITNESS WHEREOF, this document was signed and attested on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ A.D.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name Above)

\_\_\_\_\_  
(Name of Corporation)  
By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name Above)

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name Above)

Title: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

BEFORE ME, the undersigned authority personally appeared, \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, who executed the foregoing instrument, on behalf of the corporation and acknowledge to and before me that he executed same freely and voluntarily under authority duly vested in him by said corporation for the purposes therein expressed.

WITNESS my hand and official seal at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ A.D.  
\_\_\_\_\_, Notary Public      My Commission Expires: \_\_\_\_\_

**Note: When executed, this form must be forwarded to Water Distribution for administration of requirements.**

Attachment "A"  
Legal Description