**Hydrant Meter Contract Agreement**

This Agreement is entered into between King County Water District #20, a Washington Municipal Corporation ("District"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , a

 ("Developer"), (individually a "Party" and collectively the "Parties") for the purposes set forth in the application below.

**Application for Fire Hydrant Meter Use**

Authorization is hereby given for the use of a temporary fire hydrant meter (provided by King County Water District #20.) to be used during certain construction operations located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ King County Water District #20 ("KCWD #20") approves this Application provided that the Developer complies with all terms and conditions of this Application.

**Terms and Conditions**

1. **Definitions**
	1. KCWD #20 – King County Water District #20
	2. METER – A water meter that measures the quantity of water supplied through the meter.
	3. Facilities – For the purpose of this application is to mean Hydrants, Valves and Water Main.
	4. Developer – Undersigned applicant through its authorized representative.

Please read all Responsibilities of the Developer, sections **“2.A.”** and **“2.B.”** carefully and initial at the bottom of each section. The application is not complete unless each section has been initialed.

1. **Responsibilities of the Developer**
	1. **The Developer shall:**
		1. Use KCWD #20 fire hydrant meters only on fire hydrants owned and operated by KCWD #20 (painted yellow) and/or connected to the KCWD #20 distribution system.
		2. Obtain written approval from KCWD #20 to withdraw water from a KCWD #20 fire hydrant for any purpose other than that which is authorized by this application.
		3. Be responsible for the safekeeping of the meter, valve and connections.
		4. Be liable for the loss or any damage sustained to the Hydrant, Hydrant Meter, Valve, Connections or District Facilities during its period of use.
		5. Comply with backflow protection requirements for all water hauling equipment and/or potable water mixing tanks as listed in **Supplemental "A"** and follow the procedures listed in **Supplemental “B”** for proper tools and hydrant operation. Questions regarding backflow requirements should be referred to **Andre at** **(206) 445-5992**.
		6. Provide current address and contact information for Developer.
		7. Comply with all KCWD #20 instructions, including immediate return of meters upon request and executing a new application for meters previously issued to Developer.
		8. Only use the meter to measure the volume of water withdrawn from a fire hydrant.
		9. Use water withdrawn from a fire hydrant only for the purpose described in this application.
		10. Inspect the fire hydrant before operation to verify the fire hydrant is in working order without any deficiencies; if a deficiency is found, do not use the fire hydrant and report the problem immediately to KCWD #20 at 206-243-3990
		11. Immediately comply with an order given by KCWD #20, a firefighter, or a law enforcement officer to cease withdrawal of water from a fire hydrant.
		12. Check in and exchange meters at six (6) month intervals at **12606 1st Ave S Burien, WA 98168 during the hours of 8:30 a.m. – 4:00 p.m at the front desk.**

**Failure to Return the Meter**

Failure to return the meter to KCWD #20 for inspection and recalibration every six (6) months from the original return date will result in an additional $99.00 per month charge. This charge will be assessed each month until the meter is returned. This monthly fee will not be prorated if the meter is returned in the middle of the billing period.

* + 1. Developer shall grant access to hydrant meter upon request to any KCWD #20 representative.
		2. Developer shall ensure that there is no water leaking from the meter or other related equipment used in conjunction with the hydrant meter.
		3. Developer shall follow all City/County Ordinances pertaining to water restrictions and conservation.

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* 1. **The Developer shall not:**
		1. Make an unmetered withdrawal of water from a fire hydrant.
		2. Operate hydrant without backflow protection.
		3. Use a fire hydrant valve to regulate the volume or flow of water withdrawn from the fire hydrant.
		4. Open, close or operate a fire hydrant except with a special fire hydrant wrench.
		5. Obstruct a fire hydrant, street right-of-way or create a hazard to a person or property while withdrawing water from a fire hydrant.
		6. Damage, destroy, or tamper with a meter installed on a fire hydrant.
		7. Violate any applicable laws, regulations or use the fire hydrant, meter, valves, connections or other equipment in an unsafe manner.
		8. Withdraw water from a fire hydrant for subsequent resale.
		9. Mount any meter on a vehicle

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1. **Rates and Fees: Security Deposit**
Developer shall pay the current rates and fees set forth by KCWD #20 as well as any applicable security deposit(s). Rates, fees and security deposit are subject to change at any time. All Security deposits and any bill must be paid by check, cash or money order. Bills will be rendered bi-monthly and payments will be due in accordance with existing KCWD #20 practices. In the event of non-payment of any bill by the Developer, KCWD #20 may suspend or terminate service and the Developer shall not be able to contract for any additional meters until all arrears, including applicable fines, from the current contract have been satisfied
2. **Other Provisions**
KCWD #20 may disconnect and confiscate the meter or any other related equipment at any time or interrupt service should it determine that Developer has not complied with the terms of this agreement or that operation of a fire hydrant, meter or other related equipment constitutes a threat to public health or safety, the environment, the operation of the public water system, or contamination of the water supply.
3. **Indemnification**

In the event this application is revoked by KCWD #20 as a result of Developer's violation of its terms, Developer shall not be entitled to a refund or credit for fees paid or deposits made.

Developer shall be liable for all damages and/or fines resulting from the operation and use of KCWD #20 property, Developer's property, and for any violations of the terms of this application.

DEVELOPER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, KCWD #20 and the elected officials, employees, officers, managers, volunteers and representatives of KCWD #20, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon KCWD #20 directly or indirectly arising out of, resulting from or related to DEVELOPER's activities under this APPLICATION, including any acts or omissions of DEVELOPER, any agent, officer, director, representative, employee, consultant or sub-contractor of the DEVELOPER, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this APPLICATION, all without however, waiving any governmental immunity available to KCWD #20 under Washington Law and without waiving any defenses of the parties under Washington Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF KCWD #20, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, MANAGERS AND REPRESENTATIVES OF KCWD #20, UNDER THIS APPLICATION. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

DEVELOPER shall advise KCWD #20 in writing within 24 hours of any claim or demand against KCWD #20 or DEVELOPER known to DEVELOPER related to or arising out of DEVELOPER's activities under this APPLICATION and shall see to the investigation and defense of such claim or demand at DEVELOPER's cost. KCWD #20 shall have the right, at its option and at its own expense, to participate in such defense without relieving DEVELOPER of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this APPLICATION, that the INDEMNITY provided for in this section, is an INDEMNITY extended by DEVELOPER to INDEMNIFY, PROTECT and HOLD HARMLESS, KCWD #20 from the consequences of KCWD #20' OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of KCWD #20 is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of KCWD #20 is the sole cause of the resultant injury, death, or damage. DEVELOPER further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF KCWD #20 AND IN THE NAME OF KCWD #20, any claim or litigation brought against KCWD #20 and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

DEVELOPER shall advise KCWD #20 in writing within 24 hours of any claim or demand against KCWD #20 or DEVELOPER known to DEVELOPER related to or arising out of Developer's activities under this APPLICATION.

**King County Water District #20**

By: Michael Martin

 Its: General Manager

 Date: ,20

 **Developer**

By:

Its:

Date: ,20

# Developer Address:

# Phone: ( )

# Email:

# Date Hydrant Meter to be returned: ,20