



Louisiana Rural Water Association

P O Box 180 ♦ Kinder, La 70648

Toll Free: (800) 256-2591 ♦ Phone: (337) 738-2896 ♦ Fax: (337) 738-5620

E-Mail: lrwa@lrwa.org ♦ Web-site: lrwa.org

Patrick Credeur, Executive Director

"To provide our water and wastewater utility members with the highest quality of leadership, representation, and support services."

FACILITIES TESTING/EXAMINATION ASSISTANCE AGREEMENT

In consideration of the offer of free facilities testing/examination assistance by Louisiana Rural Water Association (LRWA) to:

(Municipality/Government Entity/Facilities Owner)

Municipality/Government Entity/Facilities Owner does hereby covenant and agree:

- I. To waive, acquit and discharge LRWA, its employees, subcontractors, Board of Directors and all affiliated entities thereof, from any and all claims, demands, suits, losses or expenses, including but not limited to claims for death, injury, damage to property, interruption of utility services, nuisance and attorney fees and expenses, which may arise in favor of Municipality/Government Entity/Facilities Owner, its employees, subcontractors, officers and directors, directly or indirectly, from the undertakings of LRWA in rendering said voluntary assistance, including the undertakings of LRWA to remove and retrieve equipment from the facilities tested/examined under this agreement.
- II. To defend, indemnify and hold harmless LRWA, its employees, Board of Directors and all affiliated entities thereof, from any and all claims, demands, suits, losses or expenses, including but not limited to claims for death, injury, damage to property, interruption of utility services, nuisance and attorney fees and expenses, which may arise in favor of any third party, directly or indirectly from the undertakings of LRWA in rendering said voluntary assistance, including the undertakings of LRWA to remove and retrieve equipment from the facilities tested/examined under this agreement.
- III. To bear, at its sole expense, the cost of removing and retrieving testing/examining equipment used by LRWA in this undertaking and the cost of repairing or replacing testing/examining equipment used by LRWA in this undertaking in the event of damage or destruction of said equipment caused in whole or in part by the legal fault of Municipality/Government Entity/Facilities Owner, its employees, contractors, officers and directors or caused in whole or in part by a condition of the facilities.
- IV. The Member system agrees to provide:
 - 1. No less than one (1) person familiar with the system to assist LRWA personnel with this survey.
 - 2. Copy of the customer notification of infiltration (smoke) survey through newspaper clipping, letter, etc. (if applicable).
 - 3. Collection system lines cleaned of debris and roots prior to camera inspection since equipment cannot be used effectively in clogged collection system.
- V. The LRWA Technician in charge of survey has the right to terminate the job at any time due to lack of/poor system personnel assistance, collection system lines not cleaned or any situation that prevents the equipment to operate as designed or poses a threat of becoming stuck or damaged.

Signature of Authorized Representative

Printed Name

Title

Date

Description of Facilities to be tested/examined

Accepted by LRWA Representative Signature