

## Large Facility Agreement

This Agreement (Agreement) is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Seattle Public Utilities (SPU) or King County Wastewater Treatment Division (WTD) and

\_\_\_\_\_(Facility Owner).

This Agreement establishes the understanding between SPU or WTD and the (Facility Owner) regarding the terms and conditions governing the Facility Owner's participation in SPU and WTD's RainWise Rebate Project. Facility Owner owns the real property located at

\_\_\_\_\_, Seattle, Washington (Property).

### TERMS AND CONDITIONS

In consideration of their mutual promises and commitments, SPU or WTD and the Facility Owner hereby mutually agree as follows:

1. Facility Owner grants SPU/WTD permission to enter onto the Property, at reasonable times to be arranged in advance by mutual agreement, to:
  - a. evaluate whether the Property is an appropriate site for receiving a city rebate for a rain garden or cistern (System);
  - b. inspect the final installation to determine if the System meets program standards; and
  - c. monitor and evaluate the maintenance and performance of the System.
2. Facility Owner is responsible for choosing an appropriate location with respect to utility conflicts and proper water conveyance to and from the System.
3. This Agreement is effective as of the date entered above and will expire ten years after the date of final inspection sign off by SPU or WTD.
4. During the term of this Agreement, Facility Owner will operate and maintain the System in accordance with the operation and maintenance procedures provided by SPU/WTD and exercise reasonable care to avoid interference with, damage to, or loss of function of the System. There shall be no further compensation to the Facility Owner other than the promises and commitments made by SPU/WTD as part of the RainWise Rebate. Facility Owner assumes the risk and agrees to hold harmless the City for any claim relating to the installation and operation of the System.
5. As part of the rebate program, Facility Owner grants the City of Seattle and King County the irrevocable right to use photographs of their RainWise installations in all forms and media.

- 6. Nothing contained in this Agreement shall be construed to require the Facility Owner to alter or improve the Property or any access to the Property. Facility Owner will provide prior written notice to and consult with SPU/WTD regarding any planned alterations to the Property that may affect System performance. (*Examples would include additions to the property that would affect roof drainage area or alterations to gutters or downspouts.*)
- 7. During the term of this Agreement, if the Facility Owner lists the Property for sale, then the Facility Owner will as soon as possible, but no later than three days after listing the Property for sale, provide written notice to SPU/WTD of Facility Owner's intentions to sell the Property. Facility Owner will make agents and buyers aware of this agreement via MLS Form 17, Seller's Disclosure Form.

- 8. All written notices or reports required under this Agreement shall be given by posting in first class mail as follows:

To SPU: Seattle Public Utilities  
Real Estate Services  
700 5th Avenue, Suite 4900  
P.O. Box 34018  
Seattle, WA 98124-4018

To WTD: King County WTD  
Real Property Agent  
201 S. Jackson Street  
KSC-NR-0512  
Seattle, WA 98104

To Facility Owner \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 9. SPU/WTD reserves the right to seek damages in the event the Facility Owner should fail to fulfill the obligations set forth in this Agreement.

SPU/WTD and Facility Owner have executed this Agreement in duplicate, effective on the date first written above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Seattle Public Utilities or King County Wastewater Treatment Division

By: \_\_\_\_\_ Date: \_\_\_\_\_

On behalf of \_\_\_\_\_ Date: \_\_\_\_\_  
Facility Owner