Old Pueblo Ventures, LLC
Arizona ROC #353237 • Licensed, Bonded & Insured
Address: 8340 N. Thornydale Rd, Ste 110, #175, Tucson, AZ 85741
Website: www.BackflowTestingAZ.com

Backflow Assembly Repair – Terms & Disclaimer

1) Authorization & Scope of Work

By authorizing work (replying "approved," or providing access), Client approves the **repair** scope of work described on the accompanying estimate/work order. Old Pueblo Ventures, LLC is **licensed, bonded, and insured** for your safety. Endorsement for repair indicates agreement to the scope described herein.

2) Pricing & Payment

Upon approval of the repair, **50% of the estimated total is due upfront**. Any amount paid in excess of the final balance due will be refunded. **Payment in full is due upon completion** of the authorized repair (or upon completion of each phase, if the work is performed in phases), unless otherwise agreed to in writing. Invoices not paid within **30 days** may accrue interest at **15% per month**, or the maximum rate allowed by law, in addition to reasonable collection costs and attorneys' fees. Returned checks are subject to a **$25.00 fee**. Accepted forms of payment include cash, check, and all major credit cards. If a repair is unsuccessful due to circumstances outside of our control, **labor and consumable materials will still be billed**. Charges for products and parts will be recovered but **not billed to the customer**.

3) Repair Testing

To properly diagnose for repair and to determine a successful repair, an initial backflow test and followup test must be completed and is part of the repair process/estimate. This test does not necessarily count towards annual compliance. Only tests conducted within the 45 days window prior to the official due date will count for compliance. If a repair is done outside this window an annual compliance test will still be required by statute.

4) Estimate Validity

If an estimate is provided, it is **valid for 30 days** from the date issued. Pricing and lead times may be adjusted thereafter.

5) Repair Scope, Diagnostics, and Estimate Basis

Describe the specific work here (diagnostics, component replacement, fittings, valves, gaskets, testing, etc.). **Estimate basis.** Estimates are prepared based on the most probable causes given the information available at diagnosis. Final repairs may require additional or fewer parts or components. Variances that increase the estimate will be disclosed and approved by Client (verbal or written) prior to proceeding; any reductions will be reflected on the final invoice. **No guarantee on unknowns.** We make **no guarantee** that a repair will resolve conditions caused by unknown, latent, or unrelated defects.
Unsuccessful attempt protocol. If a repair attempt does **not** resolve the reported issue, products installed during the attempt will be **removed** and the system returned, to the extent reasonably practicable, to its pre-attempt condition. **Labor charges still apply.** Consumables (e.g., sealants, lubricants, small non reusable parts) are billable and non returnable.

6) Existing Conditions and Connection Risks

Old Pueblo Ventures, LLC **cannot and will not be responsible** for failure, leakage, or damage arising out of **pre existing** conditions whether **visible or concealed** including corrosion, scaling, brittle or UV damaged components, inadequate supports, prior improper workmanship, code violations, contaminated water, or pressure/temperature events originating outside the repair area.
New work attached to existing plumbing carries a **risk of loosening old or corroded fixtures** from the point of connection onward. The older the pipe, the greater the risk. Every effort will be made not to loosen old connections; however, should this occur, extra work to repair **down the line leaks** will be billed on a **time and materials** basis. Disturbing pipes can loosen internal corrosion and reduce flow through mixers, faucets, and aerators. **Correction costs are indeterminate. Client will be provided professional, licensed referrals to three preferred vendors for consideration.**

7) Water Shutoff and Incidental Impacts

Temporary interruption of water service may be required. Resulting business interruption, loss of use, or incidental costs are **excluded** from our liability.

8) Warranties

Workmanship. If the repair is successful and not otherwise limited herein, workmanship is warranted for **one (1) year** from completion **only** for the specific repair performed.
Exclusions. Freeze events, vandalism, abuse, sediment/rust, water chemistry, surges, acts of God, third party work, and components not replaced by us are excluded.
Manufacturer warranties. Any applicable manufacturer warranty passes through to Client; our role is limited to

reasonable assistance with claims.

9) Change Orders and Hidden Conditions

If concealed conditions or additional defects are discovered, work will pause and we will provide pricing to the Client for approval. We are not obligated to proceed until changes are approved via verbal or written means.

10) Limitation of Liability and Indemnity

To the fullest extent permitted by law, Old Pueblo Ventures, LLC's **total liability** arising from the work is limited to the **amount paid for the service** giving rise to the claim. No liability for **consequential, incidental, special, or punitive damages**, including but not limited to loss of business, profits, or use.

11) Scheduling, Access, and Site Safety (Client Responsibilities)

Client will provide **safe access, clearances, and shut offs**; disclose known issues and recent work; and ensure system depressurization/isolations when requested. Client will remove or secure coverings, enclosures, or tamper devices as needed, or authorize us to do so. We may document conditions with photos for quality and safety records.

12) Materials Handling

Removed parts become scrap unless otherwise requested **in writing** before work starts. If a repair attempt is unsuccessful, products installed during the attempt will be removed as stated in section 4 and not charged (consumables excepted).

13) Photos and Documentation

Client authorizes reasonable photos/video for documentation, safety, and quality control. Identifying information will not be publicly shared without consent.

14) Force Majeure

We are not liable for delays or non performance caused by events beyond our reasonable control (supply constraints, severe weather, utility failures, etc.).

15) Miscellaneous

These Terms, together with the approved scope of work, form the **entire agreement** for the repair. If any provision is unenforceable, the remainder remains in effect. **Governing law:** State of Arizona.