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 Testing – Terms & Disclaimer

1) Authorization & Scope of Service

By authorizing service (replying "approved," or providing access), Client approves the **testing** scope of work described on the accompanying estimate/service order. Testing services do **not** include repairs or replacements unless separately authorized. Old Pueblo Ventures, LLC is **licensed, bonded, and insured** for your safety.

2) Pricing & Payment

Payment in full is due upon completion, or pursuant to agreed-upon terms.
Invoices unpaid after **30 days** may accrue interest at **15% per month** or the maximum allowed by law, plus reasonable collection costs and attorneys' fees.
All returned checks are subject to a **$25.00** fee.
Accepted forms of payment are **cash, check, and all major credit cards**.
Late scheduling surcharge. Where appropriate, a late-scheduling surcharge may apply to the standard testing rate to accommodate late scheduling requests, scheduling adjustments, water-authority coordination, or priority/expedited service.

4) Testing Protocol & Reporting

Testing will be performed in accordance with applicable industry standards and the requirements of the local water purveyor. A **test report** will be generated for each assembly tested.
Payment prerequisite. Unless otherwise arranged, report submission occurs only after payment has been received. If payment is not received prior to submission and the water purveyor rejects or disqualifies the test result, retesting will be required at standard testing rates.
Submission. Submission is included with the testing rate. Upon payment, Old Pueblo Ventures, LLC will submit the test report to the water purveyor on Client's behalf, within the timelines required by applicable water-quality regulations. A signed copy of the report will also be provided to Client for record retention.

5) Access & Site Conditions (Client Responsibilities)

Client will provide **safe access, clearances, and shut offs**; disclose known issues and recent work; and ensure the assembly is reachable and not obstructed by landscaping, enclosures, or vehicles. If access is unavailable at the scheduled time, a return-visit **retest/service call rate** will apply.

6) Existing Conditions & Operability 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 test area. Operation of shut off valves and test cocks is required for testing and may expose or accelerate **pre-existing** weaknesses. The older the assembly and adjacent piping, the greater the risk. Any resulting leaks or failures related to **pre-existing** conditions are **not** the responsibility of Old Pueblo Ventures, LLC.
Test-cock operability. All required test cocks must be operable to perform assembly testing. If a test cock is broken, leaking, or inoperable, we may replace only the test cocks necessary to complete testing (without prior notice) to prevent delays. These replacements will be billed at a unit rate of **$20 per test cock (TC)**, and additional downtime may accrue.
Shut-off valve operability. Inlet and outlet shut-off valves must be operable to perform assembly testing. Exercising these valves can expose pre-existing weaknesses and may result in failure, including breaks. If a shut-off valve is broken, leaking, or inoperable and testing cannot proceed, we will notify the Client to address immediate concerns and recommend necessary corrective actions. When time permits, a written estimate will be provided; if immediate action is required, options can be discussed verbally for authorization.
Downstream systems and flow control. Backflow assemblies protect the potable supply; conditions downstream of the assembly (fixtures, equipment, distribution piping, and flow availability) are outside our scope and responsibility. It is the Client's responsibility to determine whether downstream service should be supplied or isolated during and after testing. Unless otherwise directed in writing, we will return the assembly to the operating position found upon arrival (opened or closed). If downstream flow is of utmost concern, Client is responsible for confirming the proper operating position following our visit and for any water use or impacts beyond the backflow assembly.

7) Failures, Retesting & Repairs

If the assembly fails testing, results will be documented and provided to Client. The testing rate covers the test (pass or fail) and

the report only.
Repairs are not included. Old Pueblo Ventures, LLC will provide a written repair estimate; Client may engage another vendor. If repairs are performed by others, a **retest rate** will apply to subsequent testing, if requested.
Second opinions. We support Client's choice to obtain a second opinion. Upon receipt of testing payment and at Client's request, we will provide test results and reasonable documentation to facilitate that review.

8) Water Shutoff & Incidental Impacts

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

9) Limitation of Liability

To the fullest extent permitted by law, Old Pueblo Ventures, LLC's **total liability** arising from the testing service 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.

10) Photos & Documentation

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

11) 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.).

12) Miscellaneous

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