



Large On-site Sewage System (LOSS) Management Agreement (Single Ownership)

THIS AGREEMENT is entered into this _____ day of _____, 20____,
by and between _____, hereinafter
referred to as “Owner” and Washington State Department of Health, hereinafter referred to as the
“Department”.

IT IS THE PURPOSE OF THIS AGREEMENT TO provide for the operation of a large on-site wastewater system as required under the provisions of Chapter 246-272BWAC, Large on-site sewage system regulations.

IT IS, THEREFORE, MUTUALLY AGREED THAT the Owner will:

- (a) Maintain and operate the large on-site sewage system located at _____,
near _____,
in accordance with the requirements of the Department and any other regulatory agencies
as set forth herein.
- (b) Provide surveillance of the condition of and proper and efficient functioning of the
Owner’s large on-site sewage system.
- (c) Employ competent personnel, as determined by the Department, familiar with the
maintenance and operation of those types of on-site sewerage systems under its
management.
- (d) Provide adequate management, staff, and facilities necessary to carry out its managerial
and record keeping duties.
- (e) Operate from a fixed location and provide a listed telephone number under its business
title and street address. Current address, email, and phone number are as follows:

NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____



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- (f) Keep records of inspections, work done, and other details relating to maintenance and operation of the Owner's on-site sewage system.
- (g) Set up and maintain an accounting and audit system, conforming to any applicable statutes.
- (h) Have available on the site of the sewage facility a Department-approved maintenance and operation manual specifically suited to the nature of the on-site sewerage system. Owner agrees to provide surveillance and maintenance in accordance with procedures prescribed in the manual. In addition to the operation and maintenance manual, Owner agrees to:
 - (i) Keep records of inspections, monitoring, work done, conditions found, and other relevant and required actions. Records shall be available for inspection by the Department.
 - (ii) Provide pumping of septic tanks or other storage tanks by licensed septic tank pumpers. Frequency of pumping and tank monitoring should be included in the operation and maintenance manual.
 - (iii) Submit reports of system monitoring, sample results, maintenance and operation to the Department on forms included in the operation and maintenance manual.

Owner reserves the right to contract with public or private agencies or persons for labor or other services, and to enter upon the property at reasonable hours to make routine inspections of operations, perform work, and to respond to emergency conditions.

This agreement shall remain in force until all on-site sewage systems on the property have been abandoned and the buildings served by such systems have been connected to an alternative state-approved sewage treatment system.

It is hereby agreed that in the event that Owner's property and said on-site sewage treatment and disposal system are sold or otherwise transferred to another entity, the terms of this agreement shall be disclosed and shall transfer with the ownership or control of said property.

This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.



**Large On-site Sewage System (LOSS)
Management Agreement
(Single Ownership)**

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day
of _____, 20____

OWNER:

DEPARTMENT:
STATE OF WASHINGTON
DEPARTMENT OF HEALTH

BY: _____

BY: _____

TITLE: _____

TITLE: _____

State of Washington, County of _____

I, the undersigned, a Notary Public in and for the above named county and state, do hereby
certify that on this ____ day of _____, _____
personally appeared before me:

to me known to be the individual _____ described in and
who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the
same as _____ free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal the day and year last above written

Notary Public in and for the state of Washington, residing at:

