

Received by Lab (Signature)

Town of Pinedale Microbiology Testing Laboratory

55 Pinedale South Rd. POB 709 Pinedale, WY 82941 (307)-367-2348

Email: gracycarpenter@townofpinedale.us

Time:

Chain of Custody & Analytical Request Record

Laboratory Use Only: Customer: Sampler Name: On Ice: Phone Number: Υ Intact: Υ Ν Ν °C Receipt Temp: Sample Volume: Email: Address: Lab ID #: PWSID: CC Check _____ EPA/DEQ Compliance: Payment Type: Cash Total: How would you like to receive the report? Receipt Number: **Sample Identification** Collection No. of Routine, Repeat, Analysis **Notes** Special, or Name, Location, Interval, etc. Containers Requested Date Time **Triggered** Relinquished by (Print) Date: Relinquished by (Signature) Time: Received by Lab (Print) Date:

Payment is due upon receipt of samples.

Receiving hours are from 9:00AM to 1:00PM every Tuesday and Wednesday.

See additional information on the back of this form.

AGREEMENT FOR TESTING SERVICES

This agreement ("Agreement") is made and entered into on the date set out below, by and between Town of Pinedale, hereinafter referred to as Town, and the undersigned, hereinafter referred to as Client, for the purposes set forth below.

Whereas, the Town provides water and sewer services to a geographic area within and without the Town of Pinedale, Sublette County, Wyoming; and,

Whereas, in connection with providing said services, Town maintains a lab which is certified by the Environmental Protection Agency Region 8 and the State of Wyoming to conduct SM 9222D Membrane Filtration for Fecal Coliforms and SM 9223B Colilert for Total Coliform and E. Coli testing; and,

Whereas Client desires to receive testing services ("Testing Services" or a "Test") from Town. Town is willing to provide the Testing Services on certain terms and conditions as set forth herein.

In consideration of the mutual promises and agreements set out below, the Parties hereby contract and agree as follows:

- 1. Scope of Services. Town agrees to provide the Testing Services to Client.
- 2. <u>Compensation and Payment</u>. Client shall pay Town an amount for each Test as set by Town resolution and as reflected below. Town reserves the right to adjust the charge for Testing Services at any time.
- 3. <u>Indemnification.</u> Client agrees to indemnify, defend and hold Town harmless from any and all losses, claims, demands, payments, suits, liabilities or judgments of every nature and description brought or recovered against the Town for damages to persons or property relating to or arising out of this Agreement (collectively referred to as "Damages").
- 4. <u>No Third-Party Rights</u>. This Agreement is for the benefit of Client and Town only and no person or entity shall have any rights under this Agreement as a third-party beneficiary.
- 5. <u>Complete Agreement</u>. This Contract sets forth the full and complete understanding of the parties and any prior agreement, oral or written, is hereby held for naught.
- 6. <u>Governing Law</u>. This Contract shall be interpreted and construed in accordance with the laws of the State of Wyoming and shall inure to and be binding upon the parties hereto, their successors and assigns.
- 7. <u>Immunity</u>. Town does not waive sovereign immunity by entering into this agreement and specifically retains all immunity and all defenses available to it pursuant to W.S. 1-39-104(a) and all other state laws.

Client Signature: _		Date:	
	Agreement for Services		