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AGREEMENT FOR BACKWATER VALVE INSTALLATION

This Agreement is entered into at Canton, Ohio between _____ (hereinafter called the "Owner") and the City of Canton, Ohio (hereinafter called the "City").

WITNESSETH, that:

WHEREAS, the Owner has had certain problems occurring on their premises at _____ related to the backup of sanitary sewer water into the Owner's premises through their sanitary lateral, and desires to have a backwater valve device installed upon Owner's premises for purposes of reducing or eliminating the occurrence and/or effects of future sanitary sewer backups; and

WHEREAS, the City has devised a policy to assist in the alleviation of the re-occurrence of sanitary sewer backups occurring when there are sudden extremely heavy rainfalls causing water flows exceeding design capacity of the City sewer system and resulting in unavoidable infiltration of City sanitary sewer lines and periodic backup of sanitary sewer flows into the premises of City sanitary sewer customers; and

WHEREAS, the City desires to assist the above-named property owner in the acquisition and installation of a backwater valve for purposes of reducing or eliminating the occurrence or effects of any future sanitary sewer backups upon the Owner's premises, upon the terms and conditions as set forth below;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The City hereby agrees to provide, at the City's cost, a backwater valve and have same installed by a plumber licensed by the City of Canton.

2. The Owner hereby agrees to the installation of a backwater valve at the above stated premises, and upon installation, agrees to assume responsibility for the maintenance and proper function of said backwater valve and any and all costs associated therewith. The Owner shall be responsible for the upkeep, inspection and/or replacement of said backwater valve.

3. This agreement is subject to the "Terms & Conditions" of the City of Canton Backwater Response Initiative Program. Owner hereby acknowledges receipt of a copy of the "Terms & Conditions" on _____. It is understood and agreed that the "Terms & Conditions" are incorporated herein as if fully re-written and owner understands and agrees that the "Terms & Conditions" are part of this contractual agreement.

4. Owner further agrees that no promises, representations or warranties have been made or given by the City of Canton regarding the effectiveness of such backwater valve or guaranteeing or assuring the Owner against future surface water, storm water or sanitary sewer backups or flooding. It is further understood between the parties that this Agreement is in no way an admission of liability or responsibility on the part of the City of Canton for any sanitary sewer backup which has heretofore occurred upon the Owner's premises or which could hereafter occur upon the Owner's premises. It is further agreed that the City shall have no liability to the Owner for loss or damage to Owner's property resulting from installation of the backwater valve or the use and operation thereof.

5. The Owner shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the installation and performance or nonperformance of the backwater valve called for in this Agreement. The Owner agrees to reimburse the City for all costs incurred by the City in defending against any claims or legal actions, including legal fees and court costs, if called upon by the City to do so.

6. Before acquiring a backwater valve and/or before commencement of any work for the installation of a backwater valve, the Owner shall comply to the satisfaction of

the City, with all requirements of the Program including, but not limited to, the questionnaire, application, and appropriate documentation. Any material misstatements, or misrepresentations made by or in connection with the aforementioned shall be cause for disqualification of eligibility for the Program.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Canton, Stark County, Ohio, on this _____ day of _____, 20_____.

Signed in the Presence of:

WITNESS

_____
(Signature)

_____
(Print Name)

OWNER

_____
(Signature)

_____
(Print Name)

_____
(Social Security Number)

WITNESS

_____
(Signature)

_____
(Print Name)

OWNER

_____
(Signature)

_____
(Print Name)

_____
(Social Security Number)

Signed in the Presence of:

_____
(Signature)

_____
(Print Name)

CITY OF CANTON, OHIO

By: _____
John Highman
Director of Public Service