

BASEMENT BACKFLOW PREVENTION AGREEMENT

This Agreement (Agreement), is made this ____ day of _____, 2007, (Effective Date) by and between the City of Philadelphia acting through its Water Department (City) and **PROPERTY OWNER, ADDRESS, Philadelphia, PA 191XX**, (Property Owner)(collectively the Parties).

WITNESSETH

WHEREAS, the City's Regulations were amended, effective July 1, 2007, to allow the City to create and implement the Basement Backflow Prevention Program (Program);

WHEREAS, the purpose of the Program is to prevent water from surcharged City sewers from backing up into people's basements through fixtures connected to the City's sewers by installing a basement backflow prevention device (Device) on these fixtures;

WHEREAS, the Property Owner has permitted the City, along with plumbers eligible to perform work with the City, to inspect the Property Owner's basement and rear/sidewalk rain leaders so as to reach an individualized solution for the property to address basement flooding;

WHEREAS, the City has agreed to pay all costs directly related to the purchase and installation of the Device that is installed pursuant to the Program;

WHEREAS, the Property Owner will assume full ownership of the Device following installation and will perform any and all work necessary to ensure that the Device is maintained properly;

NOW THEREFORE, it is mutually covenanted and agreed by and between the Parties:

1. The City agrees to pay all costs directly related to the installation of the City approved Device on the property located at **ADDRESS, Philadelphia, PA 191XX** (Property). Property Owner agrees that any Device installed on the Property will be pursuant to the Scope of Work as prepared by **Plumber**, submitted on **MONTH, DATE YEAR**, and numbered **NUMBER**. The City will not pay for any Device and/or installation costs that are not contained in the Scope of Work. A copy of the Scope of Work and an explanation of the Device and how it works are attached hereto and incorporated herein.

2. Property Owner acknowledges that the use of the Device during wet weather events may result in limitations on the use of the fixtures on which the Device is installed (Limitations). Property owner agrees to all Limitations contained in the Scope of Work.

3. Property Owner agrees that the City, if determined in the City's sole discretion to be in the best interests of preventing basement backups, may make modifications to the Property's rear and/or sidewalk rain leaders or may install new connections allowing rainwater to overflow when the main drain is under pressure due to an intense wet weather event. The Property Owner agrees to any and all modifications to the Property's rear and/or sidewalk rain leaders and to any new connections that are detailed in the Scope of Work.

4. Property Owner agrees that all Floor Drains will be plugged.

5. Property Owner agrees that upon installation of the Device, ownership of the Device passes entirely to Property Owner. The City retains absolutely no ownership interest in the Device.

6. Property Owner agrees to be fully and solely responsible for the maintenance, operation, repair, replacement, testing, and upkeep of the Device. By signing this Agreement, Property Owner releases the City from any and all responsibility and costs for the maintenance, operation, repair, replacement, testing, and upkeep of the Device.

7. Property Owner agrees to release the City from and assume all responsibility for any losses, damages, injuries (including death), demands, claims, actions, or debts based upon or arising from participation in the Program. Property Owner acknowledges that this release includes assuming liability for potential damage to other persons, including neighboring properties.

8. Property Owner, intending to be legally bound, covenants and agrees that Property Owner does hereby remise, release, and forever discharge the City from and against any and all demands, claims, actions, or debts based upon or arising from participation in the Program, including, but not limited to, any failure of the Device and any issue arising from the installation of the Device.

9. Property Owner shall indemnify, defend, and hold harmless the City, its agents, employees, and officers from and against any and all losses, costs, including litigation costs, settlement costs and counsel fees, claims, suits, actions, damages, liability and expenses, including, but not limited to, those in connection with the loss of life, bodily and personal injury, including death, or damages to property occasioned by Property Owner's acts or omissions or the acts or omissions of Property Owner's agents, contractors, employees, or servants arising from or related to this Agreement and participation in the Program, regardless of whether such claim, damage, loss, or expense is caused in whole or in part by the negligence of City, its officers, employees, or agents.

10. This Agreement represents the entire agreement between the Parties and shall not be modified in any manner except as agreed upon in writing by both Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the City of Philadelphia by its **Deputy Commissioner of Environmental Policy and Planning**, and the Property Owner, have caused this Agreement to be duly executed as of the date first above written.

APPROVED AS TO FORM

FOR THE CITY OF PHILADELPHIA

Romulo L. Diaz, Jr.
City Solicitor

By : _____
Adam J. Telem
Assistant City Solicitor

By: _____
David A. Katz
Deputy Commissioner,
Environmental Policy and Planning

PROPERTY OWNER

SIGNATURE

PRINT NAME

ADDRESS

SS# OR DRIVER'S LICENSE #