

For DOSD Internal Use
Tracking No. _____
Date Rec'd: _____

**CITY OF COLUMBUS
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF SEWERAGE AND DRAINAGE**

**PROJECT DRY BASEMENT
HOMEOWNER AGREEMENT**

Homeowner's Name (Please Print): _____

Address of affected building: _____

Home address (if different): _____

Day time phone: _____

The City of Columbus has adopted a Backwater Prevention Device Program to assist homeowners in installing necessary equipment to prevent sewer backups into their homes. The undersigned Homeowner has made an application to the City to participate in this program.

Now, therefore, the City and the Homeowner agree as follows:

1. Homeowner agrees to allow the City of Columbus to have a licensed plumber install permanent plumbing improvements in Homeowner's residence, including but not limited to a backwater prevention device. The City shall be responsible for the cost of the installation, including the cost of the backwater prevention device. The Homeowner understands and acknowledges that the installation may require cutting into the floor of the basement, and that the device may protrude above the basement floor once installed. Homeowner agrees to provide the licensed plumber access to the residence for the purpose of installing the improvements, and to otherwise cooperate as necessary with the plumber.

2. Homeowner understands and acknowledges that all plumbing improvements must be installed in compliance with the specifications of the relevant manufacturers and in accordance with applicable plumbing and building code regulations. Any warranty for devices installed shall be from the manufacturer and/or the plumber; the City is not providing any warranty or other guarantee with regard to the functioning of the plumbing improvements.

3. Homeowner understands and acknowledges that the plumbing improvements the City is installing are focused on preventing sewer backups. Homeowner understands that it is the responsibility of the Homeowner to investigate

whether other improvements may be necessary to prevent non-sanitary sewer related flooding at the residence. This includes but is not limited to the possibility that a sump pump may be necessary.

4. Homeowner agrees to properly maintain and operate the plumbing improvements. Homeowner understands and acknowledges that the responsibility to maintain the permanent plumbing improvements, including the cost of all future operation and maintenance, is entirely the responsibility of the Homeowner, and is not the responsibility of the City. This includes but is not limited to the responsibility to arrange and pay for any electrical upgrades that may be necessary. Furthermore, homeowner understands and acknowledges that when the backwater valve is activated, none of the plumbing fixtures or facilities may be used.

5. Homeowner understands and acknowledges that the permanent plumbing improvements, including any backwater valve, shall be the property of the Homeowner, and not the City. Homeowner agrees that he or she shall not allow the plumbing improvements to be disconnected, removed or otherwise made inoperable. This paragraph does not prevent Homeowner from replacing the plumbing improvements with new improvements that are equal to or better than the original improvements.

6. Homeowner agrees, as part of the consideration to the City for participation in this program, to permanently disconnect water downspouts or other stormwater drains from the City's sanitary sewers. Downspouts shall be directed at least four feet away from the foundation.

7. Homeowner agrees, as part of the consideration to the City for participation in this program, to release and forever discharge the City, its officers and employees, from any and all claims, demands, damages, losses and expenses of all kinds associated with past or future sewage backups into Homeowner's residence. Homeowner further agrees to release and forever discharge the City, its officers and employees, from any and all claims, demands, damages, losses and expenses of all kinds associated with the installation and/or operation of the permanent plumbing improvements. This waiver is made on behalf of Homeowner, Homeowner's heirs, successors, executors, administrators and assigns. Homeowner further understands and acknowledges that the City has undertaken this program voluntarily, and it is not an admission of liability or wrongdoing.

8. Homeowner agrees that the City may have access to Homeowner's residence to conduct such inspections as are necessary to determine compliance with this agreement. Such inspection shall be at reasonable times and upon presentation of proper identification.

Signature of Homeowner(s): _____

Date: _____
Date: _____