

HOMEOWNER AGREEMENT

Owner(s): _____ **Date:** _____

Property Address: _____

The Owner(s) of the above address hereby certify that they have exclusive ownership of the property described above (the "Property") and are legally able to sign this Agreement.

This Agreement allows City authorized plumbing evaluators to visually evaluate Owner's private sewer system to identify certain connections that allow stormwater into the City's sanitary sewers; and further authorizes City approved plumbers access to repair the connections ("Repairs"). These Repairs will be corrected at NO EXPENSE TO THE PROPERTY OWNER.

The Repairs identified to be corrected for this property are:

- _____ Install service lateral cleanout.
- _____ Disconnect existing downspout (roof drain) from sanitary sewer and discharge stormwater away from the foundation (With Rain Barrel or Without Rain Barrel).
- _____ Disconnect sump pump from sanitary sewer and discharge stormwater away from the foundation utilizing existing sump basin.
- _____ Disconnect sump pump from sanitary sewer and discharge stormwater away from foundation utilizing a new sump basin.
- _____ Intercept stormwater from foundation drain or other source before it enters basement floor drain and discharge stormwater away from foundation utilizing a new sump basin.
- _____ Disconnect outside area drain (patio or basement entry drain) from sanitary sewer and discharge stormwater away from foundation.
- _____ Disconnect driveway drain from sanitary sewer.
- _____ Install sump pump discharge dispersion to drain stormwater away from foundation.
- _____ Other: **(Scope and fee will be covered by a separate addendum to this agreement)**
(describe) _____

In consideration of the City's agreement to pay the approved plumbing contractor for the cost of the identified Repairs, the Owner and the City shall agree as follows:

1. Owner will schedule and attend an onsite meeting with the City's representatives to perform plumbing evaluations in Owner's private sewer system and, if indicated, provide access to perform the identified Repairs. These meetings will be scheduled around the owner's schedule. All authorized Repairs will be completed at NO EXPENSE TO THE HOME OWNER.

2. City will require the plumber to prepare a bid of the Repairs, including conceptual drawings, which must be submitted to the City for review and approval prior to performance of the Repairs in order to qualify for reimbursement.
3. City will require the plumber to provide the Owner with a minimum 12 month written warranty covering the materials, workmanship, and services provided. Owner shall contact plumber directly regarding warranty issues. The City disclaims any and all liability and warranties expressed or implied arising from, or out of, the design, materials, or workmanship related to the Repairs.
4. Owner agrees that payment will be made by the City directly to the plumber following completion and approval of the Repairs by the City and/or the City's representatives. **Any repair costs for work not authorized by the City will be the sole responsibility of the Owner and shall be paid by the owner directly to the plumber.**
5. Once installed and inspected, the Owner shall be responsible for maintenance of any installed mechanical equipment (i.e. sump pumps) and/or plumbing installations (i.e. drains, pipes or valves).

Plumber Selection (please initial):

____ I choose _____ from the pre-approved plumber list as my first choice to
(Initial) perform the repairs set forth above.

____ I choose _____ from the pre-approved plumber list as my second choice to
(Initial) perform the repairs set forth above. (Will be assigned work if first choice is not able to complete repair in 60 days)

PROPERTY OWNER(S):

Printed Name: _____ Telephone Number: _____

Mailing Address, if different from Property Address: _____

Signature: _____ Date: _____

Email: _____

Printed Name: _____ Telephone Number: _____

Mailing Address, if different from Property Address: _____

Signature: _____ Date : _____

CITY OF LAWRENCE

Authorized Representative: _____ Date: _____

Authorized Representative: _____ Date: _____

(If authorized amount exceeds \$5,000)

Mailing Address:

Nick Hoyt
City of Lawrence, KS
PO Box 708
Lawrence, KS 66044