INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I am We/are the owner(s) of a property located at _____(the "Property").

I/We have asked the Town of West Hartford (the Town) for permission to connect this Property to the Town storm sewer.

This work is being done at my/our own expense by a private contractor of my/our choosing.

I/We understand that there are risks involved in this hook-up, including, but not limited to, the possibility of the backing up of surface water through the storm drain and that this hook-up may not solve the drainage problem.

In consideration of the Town's giving permission for this connection, I/We agree:

1. That this hook-up, including the drain and pipes, (the "Connection") will be used only for the drainage of surface water run-off and for no other purpose whatsoever and that the connection will not be used to pump or drain any wash water or any swimming pool, septic tank, and/or cesspool and that no biological waste or toxic materials will be disposed of through the drain or any component of the Connection.

2. That the Town has the right, but not the obligation, to inspect the drain and other components of the Connection at any time.

3. That the contractor performing this work will obtain a permit from the Town to perform work in the Town right-of-way and will perform the work in accordance with the Town's Infrastructure Rules and Specifications and relevant ConnDot Standard Specifications.

4. To assume any and all risks involved in this hook-up and all responsibility for any damage, loss or expense, including attorney's fees, resulting from the Connection.

5. To waive any claim which I/we may have against the Town for any backing up of water or other material through the drain and/or for any damage relating to the Connection.

6. To release, indemnify, defend, and hold the Town, its employees, and agents harmless from any and all suits, claims, costs, fines, or judgments for injury to persons or property resulting to me or others, including the Town, caused or alleged to be caused by the hook-up, maintenance, repair, rupture, and/or removal of the Connection.

7. That this Agreement is intended to run with the land and to be binding upon my/our successors, heirs and assigns.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand(s) and seal this _____ day of _____ 20____.

Signed Sealed and Delivered in the presence of:

_____ Witness

_____ Witness

_____ (L.S.)

_____ Witness

_____ Witness

_____ (L.S.)

STATE OF CONNECTICUT)
) ss. West Hartford _____ 20____
COUNTY OF HARTFORD)

Personally appeared, _____ Signer(s) and Sealer(s) of the foregoing instrument and acknowledge the same to be a free act and deed, before me.

_____
Notary Public/Commission Expires:

STATE OF CONNECTICUT)
) ss. West Hartford _____ 20____
COUNTY OF HARTFORD)

Personally appeared, _____ Signer(s) and Sealer(s) of the foregoing instrument and acknowledge the same to be a free act and deed, before me.

_____
Notary Public/Commission Expires:

8936