Instruction/Information for Backwater Valves

- **Backwater** is the backflow of raw sewage from blockage in a sewer line that could result in flood damage to a residential, commercial or public property.
- Backwater flows can be prevented by properly installing and maintaining a backwater valve. Property owners are responsible for the permit, installation and annual maintenance of a backwater valve.
- A backwater valve is a simple and relatively inexpensive device that is installed inline on your private sewer service line.
- Backwater valves provide a physical barrier to prevent raw sewage from flowing back into your home or business and flooding living areas.
- Regular maintenance checks must be performed to ensure the proper operation of your backwater valve.
- **Permit and Install** a backwater prevention valve on sewer line to protect your property. Install the backwater valve according to manufacturer's specs.
- **Inform plumbers that you have a backwater valve** to avoid damaging the devise. Damage can allow raw sewage to backflow into your home or business.
- ***Review your homeowner policy to make certain you are insured against flood damage from sewage backflow.***
- ***BACKWATER VALVE and PERMIT ARE REQUIRED BY CITY CODE***

I have read and understand above items. By not installing a backwater valve it may cause severe damage to property and structures.

_____	_____	_____
Owner Print name	***Owner Signature***	***Date***

WHEN RECORDED RETURN TO:

City of Prescott
City Clerk
Inter-office mail

HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT is made this ____day of _____, 201__, by and between the City of Prescott, a municipal corporation in the State of Arizona (hereinafter "City") and the Property Owner(s) whose full name(s) are _____, (hereinafter "Property Owner(s) of the property located at _____ in _____, Arizona (hereinafter "Property"). The Property Owner(s) and the City are sometimes collectively referred to as the "Parties".

WHEREAS, the undersigned Property Owner(s) hereby declares that they/he/she are the lawful owner(s) of the aforementioned Property and acknowledge that they have the legal power, right and authority to make this binding Agreement.

WHEREAS, the Property Owner(s) hereby acknowledge that the City's plumbing code requires all structures connected to the City sewer system be protected by an approved backwater valve; Property Owner(s) acknowledge that by signing this Agreement they choose not to abide by this provision of the code and fully waive, discharge and hold harmless the City, its representatives, officers, agents and employees, both jointly and severally, for any event arising from or by reason of any kind, known or unknown, and any consequences thereof resulting from the Property Owner(s) waiving installation of a backwater valve on said Property.

WHEREAS, the City hereby acknowledges the waiver of the Property Owner(s) to install a Backwater valve on said Property and agrees that by entering into this Agreement the Property Owner(s) are entitled to waive the installation of a backwater valve on said Property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained here, the undersigned Property Owner(s) and the City hereby agree as follows:

TERMS

1. **Hold Harmless.** The Property Owner(s) agree to defend, indemnify and hold harmless the City, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by

administrative action of any federal, state or local government body or agency, arising out of or incident to any acts, omissions, negligence, or conduct of the City, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of the Property Owner's waiving installation of the Backwater Valve on said Premises.

2. **Authority to Enter Agreement**. The Property Owner(s) warrant that the individuals who have signed this Agreement have the legal power, right, and authority to make this binding Agreement.

3. **Recording the Document**. The Property Owner(s) acknowledge that this Agreement will be recorded with the Yavapai County Recorders Office and the Agreement will become a public record; it is further acknowledged and understood that any person or entity, including potential buyers of said property, will have access to this recorded document.

4. **Amendment or Modification**. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

6. **Entire Agreement**. This Agreement contains the entire agreement between the Parties related to the matter specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. **Conflict Of Interest.** Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or an extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.

8. **Agreement Runs With the Land**. This Agreement shall be binding upon the owner, his successors, heirs and assigns and shall run with the land. The Owner further expressly agrees that the foregoing hold harmless agreement is intended to be as broad and inclusive as is permitted by City Ordinances and the laws of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This Agreement will be recorded with the Yavapai County Recorder's office in reference to the affected real property. Owner will pay all applicable filing fees.

9. **Risks & Hazards Involved.** The Owner(s) are fully aware of the unusual risks involved and hazards connected with failure to install a backwater valve, including, but not limited to: The back up of raw sewage onto the premises, associated health hazards, property damage, and other factors which may create or cause raw sewage to be

discharge on the Owner's property, or result in severe damage including the risk of personal injury, death or serious physical injury, damage to any and all new or existing construction, any and all personal and real property which is situated or located within the property described in this release agreement, have had ample opportunity to consider and evaluate all data and documents pertaining to said decision not to install a back water valve, and have either done so or knowingly and voluntarily chosen not to review such documents. Owner(s) agrees to hereby fully, forever, irrevocably and unconditionally release, remise and discharges City and its agents, officers, employees and all named and unnamed Defendants (collectively the "City Released Parties') from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, any and all negligent acts or omissions, damages, executions, obligations, liabilities and expenses (including attorneys' fees and costs), of every kind and nature, known or unknown, which Owner(s) have or may have against the City Released Parties.

10. The Owner further agrees and covenants for the consideration provided above, not to file any claim, lawsuit or other proceeding, whether judicial or administrative against the City, its officers, agents and employees.

11. Owner(s) declare the terms of this Agreement has/have been fully explained to them/him/her by their attorney, or that they have voluntarily chosen not to have this document reviewed by an attorney representing them. They further declare that they fully understand these terms, that they voluntarily accept and agree to the terms of this agreement.

Acknowledgement and Understanding: I/We have read this Hold Harmless Agreement, fully understand its terms, and understand that I /We are giving up substantial rights, including our right to sue. I /We acknowledge that I/We are signing this Agreement freely and voluntarily, that no oral representations, statements or inducements, apart from the foregoing Agreement, have been made; and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PROPERTY OWNER(S):

_____
Signature
Print name_____

_____
Signature
Print name_____

CITY OF PRESCOTT:

By_____
Randall Pluimer

Title_____
Chief Building Official
City of Prescott