**SEWER BACKFLOW CHECK VALVE MODEL AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of , 20\_\_\_, by and between the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Minnesota municipal corporation (the “City”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, owner(s) of the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Property Owner”) (collectively referred to as the Parties”).

**WHEREAS,** one or more sanitary sewer backups have occurred at this property; and

**WHEREAS,** the Parties want to take reasonable action to prevent future sanitary sewer backups at this property; and

**NOW, THEREFORE,** in consideration of the promises contained herein, the Parties hereby agree to the following:

**SECTION I. DEFINITION**

*Sewer backflow check valve*: A valve that isolates the property’s plumbing from the public sanitary sewer in the street. The check valve includes a flapper that shuts when water level in the public sewer line is high enough to flow back into the house.

**SECTION II. TERMS OF AGREEMENT**

1. The City will provide a sewer backflow check valve for the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Property”).
2. The City will install or arrange for the installation of the sewer backflow check valve at the Property.
3. *If there is a cost to the Property Owner associated with the purchase or installation of the check valve the details should be reflected here*
4. The Property Owner is responsible for all maintenance, inspection, repair, and replacement of the sewer backflow check valve following installation.
5. The Property Owner understands that while a sewer backflow check valve offers protection against sanitary sewer backups, it is not foolproof. Even with a sewer backflow check valve, sanitary sewer backups may sometimes occur.
6. This Agreement will be in effect for the time Property Owner resides at the Property. The Property Owner may not assign this Agreement to any subsequent owner of the Property.
7. Prior to installment of the sewer backflow check valve, this Agreement may be terminated by either party by giving written notice to the other party.

**SECTION III. INSURANCE AND LIABILITY**

1. City’s Insurance. The City shall maintain property and liability coverage with the League of Minnesota Cities Insurance Trust under standard LMCIT liability coverage forms.

2. Damage to Property. The City/the City’s contractor shall be responsible for any damages to the Property occurring during the installation of the sewer backflow check valve, to the extent that the negligence of the City/the City’s contractor causes damage to the Property, subject to any protections the City is entitled to under Minnesota Statutes, Chapter 466 or other laws.

1. Liability of City. Provision and installation of a sewer backup check valve at this Property is not an admission of liability on the part of the City for any past or future sewer backups.
2. Sewer Backup Claims. Nothing in this agreement prevents the Property Owner from filing future claims with the City in the event of a sanitary sewer backup.

**SECTION IV. GENERAL PROVISIONS**

1. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

2. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

3. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

4. Captions. Captions or headings contained in this Agreement are included for convenience only and form no part of the agreement between the Parties.

5. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

6. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties caused this Agreement to be approved.

**CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MINNESOTA PROPERTY OWNER(S)**

BY: BY:

 Its Mayor

AND:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND:

 Its City Clerk