

BLUE[®] BTV Program
Installation, Waiver, Hold Harmless and Indemnification Agreement
With the City of Burlington

1. I/we, the undersigned, am/are owner(s) of the property described below.
2. I/we am/are interested in having the following stormwater treatment practice (“the facility”) installed on my/our property in accordance with the recommendations made under the BLUE[®] BTV Program in order to benefit the property and general environmental health and wellbeing, from which I/we benefit from as well: _____.
3. I/we have read about and understand the facility and its process of installation, including the associated benefits, ongoing costs and risks, and agree that the installation of the facility on my/our property is a choice that I/we am/are voluntarily and knowingly making. I/we also understand that the Lake Champlain International (“LCI”), not the City of Burlington (“the City”), is administering this program and making the specific site assessment and report with recommended practices that can be installed.
4. By this agreement, I/we voluntarily and knowingly authorize the installation of this facility and agree that it shall become my/our personal property upon installation for which I/we am/are responsible to maintain and properly operate. I/we also voluntarily and knowingly agree to keep the facility on my/our property for the duration of its natural life (which considers ongoing and proper maintenance) and I/we shall not remove it before the end of its life.
5. I/we hereby release the City and all its officers, directors, and employees from any and all liability and/or claims resulting from the installation of the facility and its continued operation and/or presence on my/our property, including but not limited as well to liability and/or claims, related to the LCI site specific assessment and report and recommendations. I/we further agree that I/we will not, whether on my/our own or any other person’s behalf, make a claim against, sue, attach the property of, or prosecute the City for any liability in any way related to this installation, including as well but not limited to liability and/or claims, etc. related to the LCI site specific assessment and report and recommendations.
6. I/we also further agree to indemnify, defend and hold harmless the City and its officers, directors, and employees from all liability and/or any claims, suits, expenses, losses, judgments, and damages, including reasonable attorneys fees, arising as a result of my/our choice of facility, its installation, and ongoing maintenance and operation, including as well but not limited to liability and/or claims, etc. related to the LCI site specific assessment and report and recommendations.
7. I/we expressly agree that this Release and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Vermont and that if any portion of it is held invalid or unenforceable, I/we agree that the balance shall, notwithstanding such a ruling, continue in full legal force and effect.
8. I/WE HAVE CAREFULLY READ THIS AGREEMENT, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, AND SIGN IT KNOWINGLY AND VOLUNTARILY. I/WE AM/ARE AWARE THAT THIS IS A LEGALLY BINDING AGREEMENT AND BY SIGNING THIS I AM RELEASING AND HOLDING THE CITY HARMLESS FROM LIABILITY.

Date: _____

Homeowner(s) Signature: _____

Printed
Name(s): _____ Telephone: _____

Address: _____ City: _____ State: _____ Zip: _____

RETURN FORM TO:
Department of Public Works
Water Resources Department
235 Penny Lane
Burlington, VT 05401
Phone: 802-557-5440
E-Mail: jcalvi@burlingtonvt.gov