



# Nine Mile Run Rain Barrel Initiative

## RAIN BARREL INSTALLATION AGREEMENT AND RELEASE

OWNER'S NAME \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_

The Nine Mile Run Watershed Association, Three Rivers Wet Weather and the Student Conservation Association its agents, affiliates, successors and assigns (collectively referred to throughout this Agreement as "the Providers"), and the Owner agree and intend to be legally bound by the following:

In return for the benefit to the Owner's property of the Work described in this agreement, the Owner agrees to permit the Providers' agents, employees, contractors and equipment to enter the Owner's property for the purposes of performing, at the Providers' expense, the following Work:

1. The installation of a RainBarrel connected to the roof drainage system of the house and the direction of overflow run-off to a selected section of the property; and
2. Where necessary to facilitate the installation of a RainBarrel, the disconnection of the downspouts and supporting work as required.
3. Gathering data regarding the functioning and effectiveness of the RainBarrel.

The Owner understands, acknowledges and agrees that the disconnection of the downspouts and installation of a RainBarrel may result in storm water being released onto the ground to infiltrate into the soil, and that this release may in certain weather conditions result in dampness or icy conditions which the Owner shall be responsible for maintaining as to prevent injury or damage.

After connection of a RainBarrel, the Owner will not disconnect the RainBarrel, reconnect the downspouts, or perform any additional work or alterations to the RainBarrel installation without the prior consent of the Providers.

The Owner agrees to maintain their RainBarrel in a safe and reasonable operating condition as determined by the Providers including monthly cleaning of the filter bag, emptying as necessary, and ensuring its safe operation of overflow management.

The owner agrees not to disconnect the RainBarrel or change the overflow destination except in circumstances where its continued operation may pose a hazard.

The Owner consents to the publication of their name and address, and photographic representation of the installation for the sole use of promoting and reinforcing public knowledge and participation in the RainBarrel Initiative.

The Owner recognizes that Installation of the RainBarrel does not commit the Providers to any maintenance or ongoing obligation to the Owner regarding rood leader maintenance, upkeep or replacement.

The Owner knowingly and voluntarily agrees, on behalf of himself/herself and any agents, heirs, successors or assigns, to release the Providers and their agents, successors or assigns from all claims arising out of or related to the Work and the RainBarrel.

The Owner acknowledges having read, understood and agreed to this Agreement, intends to be legally bound.

Witness Signature

Owner's Signature

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Dated \_\_\_\_\_