

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(Private Drain)

In consideration of the Town of Cheshire granting _____

(Owner/Owners), of _____ (Address) in the Town of Cheshire,

County of New Haven, State of Connecticut permission to CONNECT to a STORM SEWER located on the _____ side of
(Direction)

_____ for the sole purpose of draining yard surface runoff,
(Name of Street)

for the sole purpose of draining yard surface runoff, roof runoff, subsurface water collected through footing drains or a basement sump, or any combination of the above, we hereby agree as follows:

I/We assume all responsibility for the maintenance of said drain including damage to Town facilities resulting from installation.

I/We further agree that this drain will not be used to pump or drain any hazardous materials, wash water, septic tank and /or cesspool of any kind.

I/We specifically waive and irrevocably release any claim against Town of Cheshire for any damage resulting from stoppage in such drain or from backing up of surface water due to any blockage, restriction or surcharge of the town storm drain system.

I/We further agree to design and construct such drain in accordance with town standards as directed by the town engineer and to install an approved backflow preventer in said drain.

I/We also agree to allow inspection of this drain at any time in the future by agents or employees of the Town of Cheshire.

I/We hereby assume all responsibility for any damage, loss or expense, including attorney's fees, resulting from said connection and further agree to indemnify, defend and save the Town of Cheshire harmless from any claim, loss, cost, expense, action, cause of action or damage resulting to either myself, my property, third-parties and the property of others.

I/We specifically waive any claim which I/we may otherwise have against the Town of Cheshire for any damage to said connection caused by any Town activity or activity of its agents, contractors, employees, etc. I/We also agree to allow inspection of this connection at any time in the future by agents of the Town of Cheshire.

The contents of this agreement will be made a condition of any subsequent deed to this property. This agreement shall be binding upon me/us, my/our heirs, personal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand/hands this _____ day of _____, 20_____

Signed, sealed and delivered In the presence of

Witness:

Owner:

_____ Print Name

_____ Print Name

Witness:

Owner:

_____ Print Name

_____ Print Name

STATE OF CONNECTICUT, County of New Haven ss: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public Signature

My commission expires on _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(Irrigation Systems)

In consideration of the Town of Cheshire granting _____

(Owner/Owners), of _____ (Address) in the Town of Cheshire,

County of New Haven, State of Connecticut permission to maintain a subsurface lawn irrigations system located on the on property of the Town of Cheshire, immediately in front of and adjacent to said Address, for the sole purpose of lawn maintenance;

I/We hereby assume all responsibility for any damage, demands, claims, actions, causes of action, costs, loss or expense, including attorney’s fees, resulting from said system and further agree to indemnify, defend and hold harmless the Town of Cheshire from any claim, loss, action, cause of action, cost, expense, demand or damage resulting from or to said system including, but not limited to property damage;

I/We specifically waive any claim which I/we may otherwise have against the Town of Cheshire for any damage to said lawn irrigation system caused by any Town activity or activity of its agents, contractors, employees, etc.

I/We also agree to allow inspection of this system at any time in the future by agents of the Town of Cheshire.

The contents of this agreement will be made a condition of any subsequent deed to this property. This agreement shall be binding upon me/us, my/our heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand/hands this _____ day of _____, 20____

Signed, sealed and delivered In the presence of

Witness:

Print Name

Witness:

Print Name

Owner:

Print Name

Owner:

Print Name

STATE OF CONNECTICUT, County of New Haven ss: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public Signature

My commission expires on _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(Canine Invisible Fence)

In consideration of the Town of Cheshire granting _____

(Owner/Owners), of _____ (Address) in the Town of Cheshire,

County of New Haven, State of Connecticut permission to maintain a subsurface canine invisible fence system on property of the Town of Cheshire, immediately in front of and adjacent to said Address, for the sole purpose of canine containment;

I/We hereby assume all responsibility for any damage, loss or expense, including attorney's fees, resulting from said system and further agree to indemnify, defend and hold harmless the Town of Cheshire from any demand, loss, claim, cost, expense, action, cause of action or damage resulting from or to said system including, but not limited to property damage;

I/We specifically waive any claim which I/we may otherwise have against the Town of Cheshire for any damage to said canine invisible fence system caused by any Town activity or activity of its agents, contractors, employees, etc.

I/We also agree to allow inspection of this system at any time in the future by agents of the Town of Cheshire.

The contents of this agreement will be made a condition of any subsequent deed to this property. This agreement shall be binding upon me/us, my/our heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand/hands this _____ day of _____, 20____

Signed, sealed and delivered In the presence of

Witness:

Print Name

Witness:

Print Name

Owner:

Print Name

Owner:

Print Name

STATE OF CONNECTICUT, County of New Haven ss: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public Signature

My commission expires on _____