

SANITATION DISTRICT NO. 1 BACKUP ASSISTANCE PROGRAM BACKUP ASSISTANCE AGREEMENT

THIS BACKUP ASSISTANCE AGREEMENT (“Agreement”) is entered into on the date set forth on the signature page of this Agreement by and between Sanitation District No. 1 of Northern Kentucky (“SD1”), a sanitation district organized pursuant to KRS Chapter 220 and principally located at 1045 Eaton Drive, Ft. Wright, Kentucky 41017 and the undersigned Property Owner(s) set forth on the signature page below (hereinafter and collectively if more than one, referred to as the “Property Owner”).

RECITALS

WHEREAS, the SD1 Board of Directors approved a program to provide assistance to help alleviate or prevent sewer backups as specifically set forth in the Backup Assistance Program adopted and authorized by the Board of Directors on April 18, 2017.

NOW THEREFORE, the Property Owner agrees as follows:

1. Participation in Backup Assistance Program. The Property Owner acknowledges, accepts and agrees to all of the terms and provisions of SD1’s published Backup Assistance Program adopted by the SD1 Board of Directors and incorporated by reference herein in consideration for the Backup Assistance to be provided for installation of the Backup Solution to improve the Property on the signature page below.

2. Definitions. The capitalized terms used herein shall have the meaning set forth and defined in the Backup Assistance Program.

3. Property Owner’s Representations. Property Owner represents that he, she or it meets the Program Eligibility, has hired or will hire a Qualified Plumber and will only seek Backup Assistance for Eligible Expenses.

4. Permission to Enter Property. Property Owner hereby grants permission to SD1 employees and agents to enter onto the Property for purpose of investigation, inspection, and final acceptance of the Backup Solution prior to the contribution of Backup Assistance.

5. Application for Backup Assistance. Upon completion of the Backup Solution, Property Owner shall apply for Backup Assistance by submission of the Application for Backup Assistance form attached hereto as Exhibit A.

6. Indemnification. In consideration for SD1’s offering, implementation and participation in the Backup Assistance Program, and to the extent permitted by law, and in addition to any other obligations of SD1 under this or any other related agreements, the Property Owner shall defend, indemnify and hold harmless SD1, its directors, officers, agents and employees from and against any and all claims, demands, investigations,

suits, actions, damages, and liabilities of every kind or nature which in any way arise from or are related to work performed by third parties pursuant to the Backup Assistance Program.

7. Release of Claims. The Property Owner shall execute and SD1 shall record the Release of Claims attached hereto as Exhibit B in the Office of the County Clerk in the County where the Property is located.

8. Taxable Income. Any Financial Assistance received by the Property Owner may be considered taxable income for federal or state purposes. The Property Owner should consult a tax advisor such as an accountant or an attorney for advice regarding potential tax consequences.

9. Duration/Termination. The Backup Assistance Program, subject to available funding as set forth therein, and this Agreement shall remain in full force and effect until terminated by SD1 upon thirty (30) days written notice to the Property Owner.

10. Legally Binding Contract. This document is a legally binding agreement between the Property Owner (as defined in the Backup Assistance Program) and SD1 that sets out the rights and responsibilities of each in connection with the Backup Assistance Program.

11. Survival. The Property Owner's obligations under this Agreement, including but not limited to the Indemnification, will survive the termination of this agreement.

Signature Page Follows

Signature Page to Agreement

PROPERTY OWNER(S):

Signature: _____ Date: _____

Print Name: _____

Street/City/Zip: _____

Phone No. _____

Signature: _____ Date: _____

Print Name: _____

Street/City/Zip: _____

Phone No.: _____

IF ENTITY OTHER THAN INDIVIDUAL:

_____ Date: _____
Entity Name

By Print Name: _____

Title: _____

Street/City/Zip: _____

Phone No. _____

ADDRESS OF PROPERTY TO BE IMPROVED:

PIDN: _____

EXHIBIT A
APPLICATION FOR BACKUP ASSISTANCE

**SANITATION DISTRICT NO. 1
BACKUP ASSISTANCE PROGRAM
APPLICATION FOR BACKUP ASSISTANCE**

TO: Sanitation District No. 1 ("SD1")
FROM: Owners of the Property (collectively if more than one the "Property Owner")
DATE: _____, 20_____
ADDRESS OF IMPROVED PROPERTY: _____

_____ ("Property").

Property Owner hereby requests Backup Assistance in the amount of \$_____ to be remitted to the undersigned Property Owner or to the below designated Alternate Payee on his, her or its behalf.

To induce SD1 to provide Backup Assistance in the requested amount, Property Owner hereby makes the following representations and warranties:

1. Property Owner has experienced two (2) or more Qualified Backups at the Property within a five (5) year period of time.
2. Property Owner has been confirmed by SD1 as being eligible for Backup Assistance and has entered into a Backup Assistance Agreement with SD1.
3. Property Owner has substantially completed the Backup Solution at the Property with the assistance of a Qualified Plumber.
4. Property Owner has submitted the attached itemized invoicing for Eligible Expenses as defined in SD1's Backup Assistance Program.
5. Property Owner acknowledges, accepts and agrees to all of the terms and provisions of SD1's published Backup Assistance Program adopted by the SD1 Board of Directors and has executed and consents to the filing of the Release of Claims.

Property Owner(S):

Print Name
EIN: _____

Sign Name

Print Name
EIN: _____

Sign Name

Alternate Payee:

Print Name

Mailing Address

EXHIBIT B
RELEASE OF CLAIMS

AFTER RECORDING
PLEASE RETURN TO:
SANITATION DISTRICT NO. 1
ATTN: LEGAL DEPARTMENT
1045 EATON DRIVE
FT. WRIGHT, KY 41017
(859) 578-6765

PARCEL NO. _____
GROUP NO. _____
DEED BOOK/PAGE NO. _____

ADDRESS:

(Street, City, Zip)

**SANITATION DISTRICT NO. 1
BACKUP ASSISTANCE PROGRAM
RELEASE OF CLAIMS**

WHEREAS, the undersigned Property Owner(s) (if more than one, then collectively referred to herein as the "Property Owner") is the owner of a property located at the description attached hereto as Exhibit A (the "Property"); and

WHEREAS, the Property is located in the service area of Sanitation District No. 1 of Northern Kentucky, a sanitation district organized pursuant to KRS Chapter 220 ("SD1"); and

WHEREAS, although private property owners are responsible for damages caused by sewer backups, SD1 staff and the Board of Directors have committed to developing a program to help prevent certain sewer backups; and

WHEREAS, in an effort to provide assistance to its customers to help prevent sewer backups and overflows, the SD1 Board adopted the Backup Assistance Program on April 18, 2017, the terms of which are incorporated herein by reference; and

WHEREAS, the Property Owner has requested the assistance described in the Backup Assistance Program and has met the criteria described therein.

NOW, THEREFORE, in consideration of the Financial Assistance from SD1 in the amount up to but not to exceed Five Thousand and 00/100 Dollars (\$5,000.00) for installation of improvements to alleviate or prevent sewer backups or overflows on or within the Property, pursuant to the terms of the Backup Assistance Program (the "Improvements"), the Property Owner, as owner of the Property, releases and gives up all claims and rights which he/she or it has or may have in the future against SD1 arising out of or resulting from participation in the Backup Assistance Program and the installation of the Improvements and the future use of such Improvements by the Property Owner; provided however, that nothing in this Release of Claims shall bar any claims arising from the gross negligence or intentional misconduct of SD1 or its employees or agents. Subject to and without limiting the generality of the foregoing, Property Owner specifically releases all claims, rights and rights of action relating to the entry into or presence at the Property by SD1 or their employees or agents and the installation, use and function of the Improvements.

This Release of Claims shall be recorded in the Office of the County Clerk where the Property is located and shall run with the land. All heirs, assigns and successors in interest shall be bound by and subject to this Release of Claims.

PROPERTY OWNER(S):

Sign: _____ Date: _____

Print Name: _____

Sign: _____ Date: _____

Print Name: _____

IF ENTITY OTHER THAN INDIVIDUAL:

_____ Date: _____

Entity Name

Sign: _____

By Printed Name: _____

Its: _____

STATE OF KENTUCKY)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a Notary Public, on this _____ day of _____, 20____, by _____
(Print name(s) as above)

_____.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Notary Public Sign
My Commission Expires: _____
Notary ID No.: _____

This Instrument Prepared By:

Brian M. Ellerman, General Counsel
Sanitation District No. 1
1045 Eaton Drive
Ft. Wright, KY 41017