

PWD STORMWATER TOOL WAIVER

Property Owner: _____

Tenant (if applicable): _____

Property Address: _____

Stormwater Tool(s) Installed: _____

In consideration of installation of one or more reduced cost Stormwater Tools at the above Address, Property Owner and Tenant agree as follows:

1. Upon installation of the Stormwater Tool(s), ownership of the Stormwater Tool(s) passes entirely to Property Owner and/or Tenant. The City of Philadelphia (“City”) and the Pennsylvania Horticultural Society (PHS) retain absolutely no ownership interest in the Stormwater Tool(s).
2. Property Owner and/or Tenant is fully and solely responsible for the maintenance, operation, repair, replacement, testing, and upkeep of the Stormwater Tool(s). By signing this Waiver, Property Owner and Tenant release the City and PHS from any and all responsibility or costs relating to the maintenance, operation, repair, replacement, testing, or upkeep of the Stormwater Tool(s).
3. Property Owner and Tenant release the City and PHS from, and assume all liability for, any losses, damages, injuries (including death), demands, claims, actions, or debts based upon or arising from participation in the Stormwater Management Program (“Program”), including flooding or other water damage. Property Owner and Tenant acknowledge that this release includes assumption of liability for any failure of the Stormwater Tool(s) and any issues that result from installation of the Stormwater Tool(s), including potential damage to other persons, including neighboring properties.
4. Property Owner and Tenant shall indemnify, defend and hold harmless the City and PHS, its officers, employees, contractors and agents from and against any and all losses, costs and expenses and counsel fees and expenses, claims, suits, actions, damages, liability and expenses, arising out of or resulting in whole or in part from any injury or damage that occurs on or after the date that this Waiver takes effect, including, but not limited to, those in connection with the loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, Property Owner’s or Tenant’s default under this Waiver, any infringement or violation of any proprietary right and any other breach of the Waiver, related to the Property Owner’s or Tenant’s participation in the Program. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to the parties including without limitation, the City’s and PHS’ statutory defenses and/or immunities. This obligation to indemnify, defend and hold harmless the City and PHS, its officers, employees and agents shall survive the termination of the Program.

**As part of the Program, the participant grants the City of Philadelphia the irrevocable right to use photographs of their stormwater tool installations in all forms and media.*

I, Property Owner or Authorized Representative, have read this Waiver and fully understand its terms, and sign it voluntarily.

(Signature)

(Date)

I, Tenant, have read this Waiver and fully understand its terms, and sign it voluntarily.

(Signature)

(Date)