WEST HARTFORD STORM DRAINAGE
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I am/We are the owner(s) of a real property located at _____, West Hartford, Connecticut (the "Property"), and I/we have asked the Town of West Hartford ("West Harford") for permission to connect the Property to West Hartford's storm drainage system, including the storm drain and storm pipes ("Connection").

I/We are doing this work at my/our own expense by a private contractor or company ("Contractor") of my/our choosing, and I/we understand that there are risks involved in this Connection, including, but not limited to, the possibility of the surcharging of drainage through the storm drain and that this Connection may not solve any potential drainage concerns.

In consideration for West Hartford giving me/us permission to connect to its storm drainage system, I/we agree:

1. That I/we will only use this Connection for surface water run-off and/or ground water drainage, and will not use the Connection to pump or drain any wash water, swimming pool, septic tank, and/or cesspool.

2. That I/we will not dispose of, pour, or permit to enter the Connection through the drain or any component of the Connection any biological waste, chemicals, pollutants, and/or toxic materials.

3. That West Hartford may inspect the storm drainage system and other Connection components at any time.

4. That the Contractor performing this work will pay for and obtain any and all required permits to install, repair or replace a sump pump/water displacement system, a storm drainage system, and/or site work consistent with the then-applicable State Building Code, as well as any and all permits required to perform public street right-of-way work and will perform the work in accordance with the then-applicable *West Hartford's Infrastructure Rules and Specifications* and *Connecticut Department of Transportation Standard Specifications.*

5. To assume any and all risks and responsibility for any costs, damage, expense, fine, injury, judgment, loss and/or penalty, including but not limited to reasonable attorney's fees and court costs, resulting from or involving the Connection.

6. To waive any claim that I/we may have against West Hartford for any surcharging, seepage, or undesired water or other material flow through the Connection, including the drain and pipes, and for any related damage.

7. To defend, indemnify, release and hold harmless West Hartford, and its agents, boards, commissions, counsel, departments, directors, employees, representatives and volunteers from any and all actions, claims, costs, expenses, fines, lawsuits, judgments, or penalties for any damage, injury or loss to any person or my/our, other's, including West Hartford's real or personal property, caused or allegedly caused my/our negligence or prohibited acts, and/or by the Connection, and/or its alignment or direction, failure, permit issuance, maintenance, repair, rupture, and/or removal.

8. Agree and understand that West Hartford will file this Agreement in its Land Records Office, the Agreement shall run with the land, and the Agreement shall bind my/our assigns, heirs, and successors, and theirs as well.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal this ____ day of _____ 20____.

Signed Sealed and Delivered in the presence of:

_____	_____
Witness	(L.S.)
_____	_____
Witness	Owner's Printed Name
_____	_____
Witness	(L.S.)
_____	_____
Witness	Owner's Printed Name

STATE OF CONNECTICUT)
) ss. West Hartford _____ 20____
COUNTY OF HARTFORD)

Personally appeared, _____ Signer(s) and Sealer(s) of the foregoing instrument and acknowledge the same to be a free act and deed, before me.

_____
Notary Public/Commission Expires:

STATE OF CONNECTICUT)
) ss. West Hartford _____ 20____
COUNTY OF HARTFORD)

Personally appeared, _____ Signer(s) and Sealer(s) of the foregoing instrument and acknowledge the same to be a free act and deed, before me.

_____
Notary Public/Commission Expires: