



RELEASE,
HOLD HARMLESS AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Release, Hold Harmless and Temporary Construction Easement Agreement is made and entered as of the _____ day of _____, 20____, by and between _____ (hereinafter referred to as the "Owner") of the property located at _____ (the "Property"), and the City of St. Peters, Missouri (hereinafter referred to as the "City").

In consideration of the Owner's voluntary participation in the City of St. Peters Sewer Lateral Repair Program (the "Program"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges and agrees that the City is not the contractor for any sanitary sewer lateral repairs to the Property nor the contractor's agent, and that the City has made no WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION, THE MERCHANTABILITY OF THE SANITARY SEWER LATERAL REPAIR OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS OR WORKMANSHIP IN THE SANITARY SEWER LATERAL REPAIR, and that the City shall have no obligation to make the sanitary sewer lateral repairs. No oral agreement, guaranty, promise, condition, representation or warranty, nor any oral modification hereof shall be binding. All prior conversations, agreements or representations related to the Program or to the sanitary sewer lateral repairs are integrated herein, and Owner hereby releases, and agrees to indemnify, defend and hold harmless the City of St. Peters, its officials and employees, from and of any and all loss, damage, liability, claims, demands, causes of actions, suits, legal or administrative proceedings, penalties, fines, costs or expenses of whatsoever kind or character (including reasonable attorneys fees and expenses), arising out of or related in any manner to the Owner's participation in the Program, including injuries or death to persons or damage to property directly or indirectly arising or growing out of the Program.

Owner also hereby grants City and its contractor a Temporary Construction Easement on, over and under the Property for the purpose of surveying, staking and otherwise using such Property in order for contractor repair the sanitary sewer lateral on the Property from the residence located thereon to the adjacent sanitary sewer main together with all other site improvements required in connection therewith. The following constitutes the City's exclusive warranty with respect to the sewer lateral repair to the Property. City hereby covenants and agrees that after any construction work done on and to the Property, that it will restore the ground surface thereof to substantially its prior condition, to the extent and within a timeframe that is practicable, in the City's sole and absolute discretion, and will repair and/or replace any fencing damaged or demolished as a result of any construction work or activity on the Property in connection with the Program. The Temporary

Construction Easement granted hereby shall cease and terminate upon the completion of repair of the sanitary sewer lateral and other improvements to be installed in connection therewith on the Property.

Disclaimer. EXCEPT AS EXPRESSLY WARRANTED HEREIN ALL MATERIALS AND WORKMANSHIP PROVIDED BY CONTRACTOR UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” BASIS, AND CITY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE TO THE OWNER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

I, the Owner, have read this instrument and understand all its items. I execute it voluntarily and with full knowledge of its significance on the day and year first written above.

OWNER

DATE

OWNER

DATE