



RESIDENTIAL SANITARY SEWER LATERAL REPAIR PROGRAM APPLICATION

Address of Request for Repair: _____

The property is: Owner occupied _____ Tenant occupied _____ Vacant _____

Owner Name: _____

Mailing Address: _____

City/State/Zip: _____

Daytime Phone: _____ Evening Phone: _____

Owner/Tenant E-Mail address: _____

If Tenant Occupied:

Tenant Name: _____ Tenant Phone: _____

Residence must have experienced a sewer backup to be eligible for repair

Description of problem: _____

Has the line been cleaned for videoing? Yes _____ No _____

Instructions:

- 1.) Please complete and sign this application, the attached Release, Hold Harmless and Temporary Construction Easement Agreement and Yard Restoration Agreement, include the \$300.00 fee.
- 2.) Mail or return these items to

**DUCKETT CREEK SANITARY DISTRICT
Sewer Lateral Program
3550 Hwy K
O'FALLON, MO.63368**

Does this property have a geothermal heating or cooling system? Yes _____ No _____

Does this property have an in ground irrigation system? Yes _____ No _____

If yes, it is the responsibility of the property owner to have these lines marked before excavation begins. These are private lines and are not located by Missouri One Call. Neither Duckett Creek nor the Plumbing Contractor is responsible for these lines if they are not marked prior to commencement of the repair job.

Does this property have a sump pump? Yes _____ No _____

To where does it discharge? _____

Does this property have an exterior stairwell drain? Yes _____ No _____

A.

As owner/owner’s agent of the property, I certify that I have the authority to and do consent to the performance of sanitary sewer lateral line repair work on and about the property described in the application and will not interfere with the work to be performed by the contractor selected by Duckett Creek and shall reimburse Duckett Creek for all expenses incurred by Duckett Creek on applicant’s behalf in the event the applicant withdraws permission to proceed or otherwise interferes with performance of work authorized under this program. Repairs are subject to the Duckett Creek Residential Sanitary Sewer Lateral Repair Program Rules and Regulations.

Property owner initials _____

B.

As owner of the property, I certify that neither I, nor anyone on behalf of the owner will make any claim against or seek any relief from Duckett Creek arising out of or in connection with any work done or any action taken in connection with the Sanitary Sewer Lateral Repair Program.

Property owner initials _____

C.

As owner of the property, I understand and agree that Duckett Creek is not responsible for the actions of the Contractor making the sanitary sewer lateral repairs. I also agree to indemnify Duckett Creek and hold Duckett Creek harmless from any and all claims arising out of the applicant’s participation in, work performed by and actions taken in connection with the Residential Sanitary Sewer Lateral Program.

Property owner initials _____

D.

As owner of the property, I understand that sanitary sewer lateral line repairs include the repair or replacement of a defective sanitary sewer lateral, including associated digging and the replacement of dirt and seed and straw of affected areas. The program does not include replacement of swimming pools, landscaping or ornamental structures and will not include replacement of structural facilities. I understand that the sanitary sewer lateral repair program does not include repair or replacement of sanitary sewer lateral lines damaged as a result of earthquake or any other act of God.

Property owner initials _____

E.

As owner of the property, I understand that the Residential Sanitary Sewer Lateral Repair Program does not pay for any repairs under or on the inside of a structure. Some sewer lateral line repairs may require work under, through, or on the inside of the structure. I understand that I, as the homeowner, will be responsible for any costs of those repairs, and will negotiate directly with the Contractor, or another Contractor, for said repairs. Any charges associated with these said interior repairs are my responsibility and will not be covered by the Residential Sanitary Sewer Lateral Repair Program.

Property owner initials _____

F.

As owner of the property, I certify the sewer account and county property tax, including the lateral fee, for this property are current as of the date of submitting this application. I understand that if these items are not current, this application will not be processed and the request for repair will be denied.

Property owner initials _____

G.

As owner of the property, I understand that removal and / or repair / replacement of landscaping is not a covered repair by the Residential Sanitary Sewer Lateral Repair Program and is the responsibility of the homeowner.

Property owner initials _____

H.

As owner of the property, I will be responsible for all costs to have the video contractor reinspect the lateral due to blockage.

Property owner initials _____

I.

As owner of the property, I accept any and all risks involved with excavating in close proximity to the foundation.

Property owner initials _____

J.

As owner of the property, I agree to allow access for video inspection within thirty (30) days or participation within the program will be vacated and deposit returned.

Property owner initials _____

Owner Signature: _____

Date: _____

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 at _____

and Duckett Creek Sanitary District.

In consideration of the owner's voluntary participation in Duckett Creek's sewer lateral repair program, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner hereby acknowledges and agrees that Duckett Creek is not the contractor for any sanitary sewer lateral repairs to the property nor the contractor's agent and that Duckett Creek has made no warranty or representation, either expressed 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 Duckett Creek shall have no obligation to make the sanitary sewer lateral repairs. No oral agreement, guaranty, promise, condition representation or warranty, nor any modification hereof shall be binding. All prior repairs are integrated herein, and owner hereby releases and agrees to indemnify, defend and hold harmless Duckett Creek, its officials and employees, from 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 attorney 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 Duckett Creek and its contractors a temporary construction easement on, over and under the property for the purpose of surveying, staking and otherwise using such property in order for the contractor to 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 Duckett Creek's exclusive warranty with respect to the sewer lateral repair to the property. Duckett Creek 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 Duckett Creek's sole and absolute discretion. 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 the contractor under this agreement are provided on an "as is" basis and Duckett Creek expressly disclaims any other representations or warranties, whether expressed, implied or statutory including and without limitation any warranty as to the value, design, condition or fitness for any particular purpose.

Limitation of Liability: Except as otherwise provided in this agreement in no event shall Duckett Creek 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

**RESIDENTIAL SANITARY SEWER LATERAL
REPAIR PROGRAM ENROLLMENT
APPLICATION YARD RESTORATION
AGREEMENT**

The undersigned Property Owners understand the following criteria concerning yard restoration:

1. Grass seed that is applied for yard restoration is not covered or guaranteed by any written or implied contract.
2. It is the responsibility of the homeowner to maintain (i.e. watering, cutting, contouring, blending, etc.) any grass seed that is installed after the final grade has been applied.
3. The homeowner understands that seed will not match the existing grass level, color or existing landscaping.
4. Yard settlement is covered for a period of one year from the date of repair. Any yard settlement after the covered time frame will be the responsibility of the homeowner.

Signature(s): _____ Date _____

Signature(s): _____ Date _____