



• Name: ..... • Phone Number:.....

Many residential and commercial properties in the City of Los Angeles are fitted with downspouts. When it rains, water runs off roofs, through these downspouts and usually onto an impervious surface, such as a sidewalk, driveway or parking lot. Before reaching the storm drain, rain water can carry with it a variety of pollutants including trash, pet waste, oil and grease or other chemicals. This “toxic soup” of rainwater and pollution flows directly to the storm drain system and eventually empties into either the Santa Monica or San Pedro Bays.

The City of Los Angeles Rain Water Harvesting Pilot Program was designed to help landowners reduce the amount of rain water flowing from their roofs into the storm drain system and reaching the ocean. The Program calls for disconnecting downspouts from impervious surfaces, so that rain water can be redirected to areas where it will be soaked into the ground. Plants and soils can then work to filter out pollutants.

The City of Los Angeles hereby offers to perform free services (“Disconnect Services”) that will provide a modification to one downspout to distribute water into a planter box.

In order to provide these free services, we will need to enter into an agreement that will allow the City and its agents to enter your property and perform the work. To receive these free Disconnect Services, including your free downspout replacement, please review and sign this access, hold harmless and indemnification agreement (“Agreement”).

1. I, the undersigned, am owner of the property described below (“Owner”).
2. By signing this Agreement, I grant access to my property and authorize the performance of Disconnect Services by the City of Los Angeles and their representatives, agents, subcontractors and consultants of all tiers, including Malcolm Pirnie, Inc. (“City”). Such access to the property will be solely for the performance of the Disconnect Services.
3. Prior to commencement of the Disconnect Services, the City and Owner will agree upon the Disconnect Services to be performed, and the reasonable expectation of time it will take to perform the Disconnect Services. These agreed upon services will be set forth in a Disconnect Services form attached to this Agreement.
4. Once a downspout is disconnected, a downspout replacement is installed and the Disconnect Services are completed, I understand and agree that it will be my responsibility to ensure that the downspout replacement and its associated attachments are not removed. By executing this agreement, I also understand that I am responsible for ensuring that the downspout and planter box are and remain fully maintained and properly operated, and that the City will assume no responsibility for maintenance.



Completed forms should be emailed (scanned), faxed or mailed to Malcolm Pirnie, Inc. Attn: Erika Kennelley, 888 West 6th Street, 3rd Floor, Los Angeles, CA 90017 • fax (213) 614-9003 • phone (562) 597-0205  
 • email ekennelley@pirnie.com  
 Program funded by the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (Prop 12) through the Santa Monica Bay Restoration Commission and the California Coastal Conservancy.



**5.** In consideration for the free disconnect services, I (the undersigned), and on behalf of myself, my heirs, and assigns, hereby release and forever discharge the City from any liabilities or claims of any kind to the fullest extent permitted by law. This release includes all expenses associated with litigation, including attorney's fees. The release includes loss of use or services, injuries to real or personal property, and all kinds of personal injuries.

**6.** I further agree to indemnify and hold harmless the City of, from, and against all claims asserted against the City relating in any way to the provision of the disconnect services, except to the extent that the claim is the result of the sole negligence of the City, and to defend the City from any suit or action arising from a claim for damage or loss related to the disconnect services.

**7.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited there under, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**8.** I further agree, promise, and covenant not to sue, assert, or otherwise maintain or assert any claim against the City, for any injury, death, illness or disease, or damage to myself or to my property, arising from or connected with my participation in the Disconnect Services or from any claim asserted against me by third parties.

- Date: ..... • Homeowner Signature: .....
- Printed Name:.....
- Telephone: ..... • Address: .....
- City: ..... • State: ..... • Zip: .....

You have now completed step 3 of 3 of the Los Angeles Rainwater Harvesting program forms.  
 Be sure to submit this Liability Waiver with the Application (step 1) and Maintenance Commitment (step 2).



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