



# Storm Water Enhancement & Education Pilot Program

## City of Chattanooga Water Quality Program

### Hold Harmless Agreement

This SWEEP (Storm Water Enhancement & Education Pilot Program) Hold Harmless Agreement (“Agreement”) is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chattanooga, Water Quality Division of the Department of Public Works (“City”) and \_\_\_\_\_ (“Owner”), collectively “the Parties.”

This Agreement establishes the terms and conditions of this **Hold Harmless Agreement** governing the Owner’s participation in the City’s SWEEP Program. The owner owns an existing property located at or near

\_\_\_\_\_, Chattanooga, Tennessee \_\_\_\_\_ (Zip Code), (the “Property”) which is the location of the water quality device (“Water Quality Device”) for the purpose of performing certain work located on the Owner(s) property: to include detention/retention pond access; grass cutting, brush/tree/root cutting and removal; erosion and sediment control installation and maintenance; repair/replacement of inlet, outlet and control structures; access and maintenance of oil skimmers and other Water Quality Devices and other required repairs and continuous maintenance on features onsite.

- I. Hold Harmless and Indemnification Agreement.** The Owner assumes the risk and agrees to indemnify the City and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property (collectively, “Claims”) brought by any person, which arise from, or are in any way related to the construction, construction methods including without limitation over-compacting soils, materials used, quality of workmanship, design, and operation and performance of the Water Quality Device on the Property. Such Claims shall also include, Claims for non-payment of labor and materials. Owner further agrees to defend, pay all costs of defense, including reasonable attorney’s fees, and/or any judgment or cost for any claim or suit brought against City. This indemnification of City shall survive the expiration or sooner termination of this Agreement.
- II. Maintenance of the Water Quality Device.** By signing this Agreement, the Owner verifies his/her/their intent to continuously maintain the Water Quality Device according to the specifications set forth in **Exhibit A Maintenance Plan**.
- III. Right of Entry.** The Owner grants the City of Chattanooga, a municipal corporation, hereinafter called “City”, and its officers, agents and employees, the right to enter the Property at reasonable times to be arranged in advance by mutual agreement to (i) perform inspections and to monitor and evaluate the maintenance and performance of the Water Quality Device.



- IV.** The Owner(s), by executing this agreement, is (are) not dedicating said property for public use by the City, nor shall this agreement affect the Owner(s) rights or duties in regard thereto in any manner. The City, in executing this agreement and performing the work, is not accepting the dedication thereof as a public facility nor assuming any future right or duty to maintain same unless such right or duty existed prior to the execution hereof. This agreement is not intended to affect or interfere in any manner with pre-existing rights or duties of the Owner(s), the City or any third person in regard to the facility but is intended to grant a license to the City to enter upon the land and perform the work.
- V. Maintenance.** By signing this Agreement, the Owner ensures that he/she/they shall maintain and keep the Water Quality Device in good working order conducting quarterly inspections and submitting annual inspection reports via email to [chattanoogawq@chattanooga.gov](mailto:chattanoogawq@chattanooga.gov). Contact by mail shall be addressed to City of Chattanooga Water Quality Program, 1250 Market Street, Suite 2100, Chattanooga, TN, 37402.
- VI. Retrofit Property Alterations/Improvements.** The Owner shall notify City prior to making any planned alterations to the Property that may affect the performance of a **Retrofitted** Water Quality Device.
- VII. Third Party Beneficiaries.** This Agreement shall be for the sole benefit of the Parties, and nothing contained in this Agreement shall create a contractual relationship with, or create a cause of action in favor of, a third party against the City.
- VIII. Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.



By signing this from, I certify that I am the Owner of the Property and that the information I have provided in this Agreement is complete and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Please Print Owner Name**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Owner Signature**

Owner Email address: \_\_\_\_\_

Owner Primary Phone(s): \_\_\_\_\_

Notarized by:

(Name of Notary Public): \_\_\_\_\_

(Signature/Seal of Notary Public): \_\_\_\_\_

**Contact for General Inquiries Regarding SWEEP Program:**

Water Quality Manager  
City of Chattanooga Water Quality Program  
1250 Market Street, Suite 2100  
Chattanooga, TN, 37402

Telephone: **423-643-5877**

Email: [chattanoogaqw@chattanooga.gov](mailto:chattanoogaqw@chattanooga.gov)