

RELEASE

WHEREAS I understand and agree that by virtue of applying for and participating in the Flood Alleviation Program (the “Program”), as advertised by The Corporation of the City of St. Catharines (the “City”), I agree to the terms of this release (the “Release”) as outlined below:

1. I agree and acknowledge that the Program is a voluntary program and I, unless otherwise agreed upon in writing, am not required to proceed with the work described herein.
2. I agree and acknowledge that participation in the Program is subject to approval by the City and compliance with all Program requirements
3. I agree and acknowledge that the Program and its rebates do not apply to the maintenance or replacement of existing plumbing devices, regardless of their condition.
4. I hereby certify I am the owner of the Property referred to herein.
5. I agree that any and all work undertaken with respect to the Program will be conducted in accordance with the Ontario Building Code, as amended, and as applicable, and applicable City By-Laws, by a qualified contractor.
6. Contractors engaged by the Applicant are independent contractors and are not agents, employees, or representatives of the City. The City assumes no responsibility for contractor performance, warranties or workmanship.
7. I agree to secure any and all necessary permits and approvals prior to the commencement of work. I acknowledge that I may be required to submit items, including but not limited to, engineering plans, to obtain the applicable permits.
8. I agree and acknowledge that the failure to obtain the relevant permits will result in the voiding of the application to the Program and any opportunity for rebates under this Program.
9. I agree and acknowledge that as the applicant, I am solely responsible for any and all costs associated with the proposed work.
10. I agree and acknowledge that as the applicant, I am solely responsible for the ongoing inspection, maintenance and replacement of any devices installed under the Program.
11. I hereby release The Corporation of the City of St. Catharines from all claims, damages, actions, and losses from any future sewer backups resulting from the failure of any of the works carried out under this Program.
12. I hereby agree to indemnify, defend, and hold harmless the City, and any of its agents, from and against all claims, losses, damages, actions, cause of actions, costs or expenses that may arise out of the Program or any related activities.

13. I agree and acknowledge that by its involvement in the rebate program, the City is not guaranteeing the effectiveness of any protective plumbing device installed and that the City will not be held responsible for any future failure of the protective plumbing device(s) for any reason whatsoever, including but not limited to:
- a. Inadequate or improper maintenance by or negligence by the Property owner;
 - b. Improper installation and/or installation not in accordance with applicable laws, by-laws, and/or regulations;
 - c. Any modifications made by or arranged by current or future property owners;
 - d. Non-disclosure of maintenance requirements to future property owners; or
 - e. Power interruptions.
14. I further acknowledge that the City does not make any representations or warranties with respect to the effectiveness of the Program. I further acknowledge that participation in the Program does not completely eliminate the risk of flooding.
15. I agree and acknowledge that to be eligible for the rebate funds, the proposed work must be completed within one year of the approval date of this Application, failing of which the City shall close the Application.
16. I agree and acknowledge that the City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c.M.56, as amended, (“*MFIPPA*”), and that any information provided to the City in connection with the Program and this Application is subject to disclosure in accordance with the requirements of *MFIPPA*. I further acknowledge that any personal information provided to the City under this Agreement shall only be used by the City in accordance with the provisions of *MFIPPA*.
17. I agree and acknowledge that the signatures of the Application hereto may be delivered in counterparts, each of which is an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
18. I agree that this Release may be executed electronically pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c. 17, as amended.
19. I agree and acknowledge that providing false or misleading information may result in the City denying the application or revoking an approval at the City’s sole discretion.

Name of Applicant

Signature

Date