

SEWER INTEREST, RIGHT-OF-ENTRY, EASEMENT AND HOLD HARMLESS AGREEMENT
(For Sewer Connection Design and Construction Work on Private Property)

THIS SEWER-INTEREST RIGHT-OF ENTRY, EASEMENT AND HOLD HARMLESS AGREEMENT ("Permit") is made and entered into on _____ (date of signing) by and between _____ (your name(s)) ("Owner") and the City of San Bernardino acting through the San Bernardino Municipal Water Department ("SBMWD"), to allow SBMWD, San Bernardino County, and the State Water Resources Control Board, and each of their representatives and contractors, to enter upon Owner's property, commonly identified by Assessor's Parcel Number (APN) _____ and by street address as, _____, California, _____ ("Premises"), upon the following terms and conditions:

1. Grant of Right-of-Entry and Easements. Owner hereby grants and permits SBMWD, the State Water Resources Control Board, and each of their representatives and contractors, right-of-entry and a temporary construction easement onto, over, in, and under the Premises for the purpose of completing tasks necessary to design and construct the sewer system, including but not limited to inspecting the Premises, testing materials on the Premises, preparing the Premises, and installing sewer laterals between the sewer collection system and dwelling, disconnection of existing septic tank, any related electrical work, and septic abandonment and destruction in compliance with State and County standards (collectively, the "Work"), subject to the terms and conditions set forth in this Permit.

Owner understands and agrees that Owner shall operate and maintain the components of the sewer system that are installed on the Premises and up to the sewer main as part of the Work, including the sewer lateral(s). Upon completion of the Work, the lateral(s) shall be the property of Owner, who shall be responsible for all operation and maintenance work. Owner understands and agrees that once the Work is complete, Owner shall be responsible for paying SBMWD sewer charges, as set and updated by SBMWD.

In consideration of the Work performed under this Permit, should SBMWD, San Bernardino County, the State Water Resources Control Board, the State Auditor, or any of their representatives or contractors, wish to gain access to the Premises after the Work is complete, such access shall be promptly granted by Owner at no cost to the requesting entity, upon receipt of reasonable notice and at a time that is convenient for Owner, for the limited purpose of audit, inspection, or other activities required by the funding source for the Work on the Premises.

2. Clearance of Premises by Owner. Within 10 calendar days after SBMWD provides notice to the Owner, Owner shall, at Owner's sole cost and expense, remove from the portion of the Premises where Work is to be conducted, all materials, personal property or anything else SBMWD or SBMWD's contractor deems an obstruction to complete the permitted Work.

3. Permits. Owner authorizes SBMWD and contractor(s) or any of their representatives, to prepare and submit any necessary San Bernardino County permit necessary for the work.

4. Location of Lateral. SBMWD shall have the sole and absolute discretion to locate and connect the Owner's Lateral to the point of connection on the Premises.

5. Owner Obligations: Audits. Funding for the Work, including the extension of sewer service to Premises, is subject to audit. SBMWD, or contractor(s) or their representatives, may furnish any documentation in their possession related to the Work or the Premises to auditors when required to do so. Owner shall cooperate with SBMWD and produce documents requested by SBMWD related to Work on the Premises for purposes of the audit within 10 calendar days of any such request.

6. Term. The term of this Permit and the associated grant of Right-of-Entry shall commence on the date the Permit is fully executed and expire upon written notice from SBMWD that the Work has been completed except for such terms in this Permit which expressly continue beyond the completion date (including, without limitation, the releases, the hold harmless provisions, the provisions relating to ongoing maintenance and payment of sewer charges, and access provisions relating to audits).

7. Release. Owner releases, discharges and waives any and all claims in law or equity, for loss, damage, expense, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, which Owner could assert arising out of or in any way connected to actions arising out of this Permit, against SBMWD, San Bernardino County, or the State of California, including each of their agencies and departments and political subdivisions, and any of the officers, agencies, agents, contractors, subcontractors, employees, and volunteer of those entities, except to the extent such claims arise as a result of gross negligence or recklessness.

8. State of California is Held Harmless. As to any Work or any activity funded wholly or in part with State funds, Owner shall indemnify and hold harmless the State of California, and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorneys' fees and court costs, in law or in equity (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Permit, unless such Claims arise from the fault of the State of California, San Bernardino County, SBMWD, or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers.

9. SBMWD and Contractor(s) are Held Harmless. As to any Work or any activity conducted by SBMWD pursuant to this Permit, Owner shall indemnify and hold harmless SBMWD, including any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all Claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, property damage, charges or costs of any kind or character, including attorneys' fees and court costs, in law, equity or administrative claims which arise out of or are in any way connected to actions arising out of this Permit (collectively referred to as "Claims") unless such Claims arise solely from the fault of the State of California, San Bernardino County, SBMWD, or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers.

10. San Bernardino County and Contractor(s) are Held Harmless. As to any Work or any activity conducted by San Bernardino County pursuant to this Permit, Owner shall indemnify and hold harmless San Bernardino County, including any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers; against any and all Claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, personal injury, property damage, charges or costs of any kind or character, including attorneys' fees and court costs, in law, equity or administrative claims which arise out of or are in any way connected to actions arising out of this Permit (collectively referred to as "Claims") unless such Claims arise solely from the fault of the State of California, San Bernardino County, SBMWD, or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers.

11. Notice of Hazards. Owner shall make Owner's best efforts to provide information to SBMWD about any known sewer lines, utilities, septic tanks, associated electrical components, underground storage tanks, and water lines, or any other underground facilities located on the Premises.

12. Reasonable Skill and Care. As a condition of the right of entry, SBMWD, warrants and agrees that it and any of its officers, agencies, agents, contractors, subcontractors, employees, and volunteers shall exercise good faith and act with reasonable skill and care in carrying out the acts authorized by the Permit.

13. No Assumption of Liability for Damage to Premises. In consideration of the assistance provided to Owner under this Permit at no cost to Owner, and subject to the obligation to exercise good faith and act with reasonable skill and care, the State of California, San Bernardino County, SBMWD, and any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, assume no liability or responsibility pertaining to tasks necessary to design and construct the sewer system, including but not limited to testing materials on the Premises, preparing the Premises, installing sewer connection between water meter and dwelling, installing sewer laterals between the sewer collection system and dwelling, disconnection of existing septic tank, and septic abandonment and destruction in compliance with State and County standards, and Owner shall not seek to recover from SBMWD, San Bernardino County, or the State of California or any of their officers, agencies, agents, contractors, subcontractors, employees, and volunteers, the costs of remediating any damages to the Premises incurred as a result of acts or omissions taken pursuant to this Permit, except to the extent the acts or omissions involve a lack of good faith or reasonable skill and care. After the Work on the Premises is completed, SBMWD agrees to restore the surface area impacted to its original condition, as reflected in information collected by SBMWD before construction, as requested by Owner.

14. One Year Warranty. Owner understands and agrees that the Work on the Premises shall be subject to a one-year limited warranty, including installation of the sewer lateral and other related Work on the Premises.

15. Agents of SBMWD. Any person, firm, corporation or other entity authorized by SBMWD to work upon the Premises pursuant to this Permit shall be deemed to be an agent of SBMWD and shall be subject to all applicable terms of this Permit.

16. Authority. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this Permit. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Permit on behalf of Owner are the duly designated agents of Owner and are authorized to do so. To the extent are owned in part or in full by a trust or other legal entity, authorized representatives of such trust or legal entity shall be required to sign this form before Work can proceed. Owner also agrees to notify any tenants or other non-owners that occupy the Premises that the Work is to be performed on the Premises and that SBMWD is authorized to conduct such Work without any interference from tenants or other occupants.

Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner or Owners executing this Permit, except to the extent common ownership, or condominium or homeowners association of a portion of the structures on the Premises or of the land comprising the Premises, is disclosed here:

Common owners, if any (if none, leave blank):

17. Entire Agreement. This Permit constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

18. Modification. The provisions of this Permit may not be modified, except by a written instrument signed by all parties to this Permit.

19. Partial Invalidity. If any provision of this Permit is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

20. Successors & Assigns. This Permit shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.

21. Notices. Any notice required hereunder shall be provided as follows:

For the Owner:

For the Renter (if applicable):

Name:	Name:
Address:	Address:
Cell Number:	Cell Number:
Phone Number 2:	Phone Number 2:
Email Address:	Email Address:

Assessor's Parcel Number (APN):	
Property Address:	
(Owner Signature)	(Date)
(Owner Printed Name)	
Phone # 1, 2 (if different than above)	
Email Address (if different than above)	

IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry on the date as indicated beside each Party's signature.

OWNER:

Name(s): _____

By: _____

Date: _____

Its: _____

SBMWD:

City of San Bernardino, acting through the San Bernardino Municipal Water Department

By: _____

Date: _____

Its: _____