



## SURFACE WATER MANAGEMENT IMPROVEMENT MAINTENANCE AGREEMENT

This Agreement (Agreement) is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Kirkland (City) and \_\_\_\_\_ (Homeowner).

This Agreement establishes the understanding between the City of Kirkland and the Homeowner regarding the terms and conditions governing Homeowner's participation in the City of Kirkland's Yard Smart Rain Rewards Program. Homeowner owns the real property located at \_\_\_\_\_, Kirkland, Washington (Property).

### TERMS AND CONDITIONS

In consideration of their mutual promises and commitments, the City of Kirkland and Homeowner hereby agree as follows:

1. Homeowner agrees to maintain the Surface Water Management Improvement according to its original design approved in Homeowner's Yard Smart Rain Rewards Project Approval Form and as depicted in Exhibit A (*copy of Project Approval Form*).
2. This Agreement is effective upon full execution of this Agreement and will expire five years from that date.
3. During the term of this Agreement, Homeowner will maintain the Surface Water Management Improvement and exercise reasonable care to avoid interference with, damage to, or loss of function of the improvement. Homeowner shall pay for the costs and expenses that are related to its maintenance obligations.

For the five year duration of this Agreement, the City shall contact Homeowner annually regarding maintenance of the Surface Water Management Improvement.

4. Homeowner grants the City the irrevocable right to use photographs of their Surface Water Management Improvement in all forms and media.
5. Nothing contained in this Agreement shall be construed to require the Homeowner to alter or improve the Property or any access to the Property. Homeowner will provide prior written notice to and consult with the City regarding any planned alterations to the Property or Surface Water Management Improvement that may affect the Improvement's performance. (*Examples would include additions to the property that would affect roof drainage area, alterations to gutters or reshaping the garden.*)
6. Homeowner grants the City permission to enter onto the Property, at reasonable times to be arranged in advance by mutual agreement, to:

- a. inspect the final installation to determine if the Surface Water Management Improvement meets program standards.
  - b. monitor and evaluate the maintenance and performance of the Surface Water Management Improvement.
7. If the Homeowner chooses to discontinue or remove the improvement prior to the expiration of this Agreement, Homeowner will be required to reimburse the City for the amount of the Yard Smart Rain Rewards Rebate. This cost will be pro-rated as described in the schedule below:

Within Year 1	100% of rebate
Within Year 2	80% of rebate
Within Year 3	60% of rebate
Within Year 4	40% of rebate
Within Year 5	20% of rebate
After Year 5	0% of rebate

This Agreement shall terminate upon repayment of the Yard Smart Rain Rewards Rebate in accordance with this Agreement.

8. All written notices or reports required under this Agreement shall be given by posting in first class mail as follows:

To City of Kirkland:   Public Works Department  
                                   City of Kirkland  
                                   123 5<sup>th</sup> Avenue  
                                   Kirkland, WA 98033

To Homeowner:         \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

9. Homeowner shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of Homeowners obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Homeowner and the City, its officers, officials, employees, and volunteers, the Homeowner's liability hereunder shall be only to the extent of the Homeowner's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

10. This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

City of Kirkland and Homeowner have executed this Agreement, effective on the date first written above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Kirkland

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Homeowner

OFFICE USE ONLY

Homeowner(s): \_\_\_\_\_

Legal Description: \_\_\_\_\_

Assessor's Tax Parcel Number: \_\_\_\_\_

Rebate Amount: \_\_\_\_\_