



**CITY OF ST. PETERS  
WATER SERVICE LINE REPAIR APPLICATION**

**Address of Request for Repair:** \_\_\_\_\_  
(Nearest Cross Street: \_\_\_\_\_)

The property is:  owner occupied  tenant occupied  vacant

Owner Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Owner/Tenant E-Mail address: \_\_\_\_\_

If Tenant Occupied:

Tenant Name: \_\_\_\_\_ Tenant Phone: \_\_\_\_\_

As owner/owner's agent of the property, I certify that I have the authority to and do consent to the performance of water service line repair work on and about the property described in the application and will not interfere with the work to be performed by the Contractor selected by the City of St. Peters and shall reimburse City for all expenses incurred by City on applicant's behalf in the event the applicant withdraws permission to proceed or otherwise interferes with performance of work authorized under this program. Repairs are subject to City of St. Peters Ordinances and the City of St. Peters Water Service Line Repair Program Rules and Regulations.

**A. Property owner initials** \_\_\_\_\_

As owner of the property, I certify that neither I, nor anyone on behalf of the owner will make any claim against or seek any relief from City of St. Peters arising out of or in connection with any work done or any action taken in connection with the Water Service Line Repair Program.

**B. Property owner initials** \_\_\_\_\_

As owner of the property, I also understand and agree that City of St. Peters is not responsible for the actions of the Contractor making the water service line repairs. I also agree to indemnify City of St. Peters and hold City of St. Peters harmless from any and all claims arising out of the applicant's participation in, work performed by and actions taken in connection with the Water Service Line Repair Program.

**C. Property owner initials** \_\_\_\_\_

As owner of the property, I understand that water service line repair includes only the patching or replacement of a defective water service line, including associated digging and the replacement of dirt and sodding of affected areas. The program does not include replacement of landscaping or ornamental structures and will not include replacement of structural facilities. I also understand that water service line repair program does not include repair or replacement of water service lines damaged as a result of earthquake or any other act of God nor thawing of frozen service lines.

**D. Property owner initials \_\_\_\_\_**

As owner of the property, I understand that the Water Service Line Repair Program does not pay for any leak locating. If the approximate location of the leak is not evident at the time of the City of St. Peters inspection, the homeowner is responsible for having the leak location determined before the job will be awarded. There are private companies in the Yellow Pages under Leak Detecting Services, and Plumbing Contractors who perform this function.

**E. Property owner initials \_\_\_\_\_**

As owner of the property, I understand that the Water Service Line Repair Program does not pay for any repairs under or on the inside of the structure, on irrigation lines or on branch service lines to structures other than the main residence. The Water Service Line Repair Program does not pay for locating, raising, straightening, or cleaning out stop boxes. Some water line repairs may require work under, through, or on the inside of the structure. I understand that I, as the homeowner, will be responsible for any costs of those repairs, and will negotiate directly with the Contractor, or another Contractor, for said repairs. Any charges associated with these said interior repairs are my responsibility and will not be covered by the Water Service Line Repair Program

**F. Property owner initials \_\_\_\_\_**

As owner of the property, I certify the water account for this property is current as of the date of submitting this application. I understand that if the water bill is not current, this application will not be processed and the request for repair will be denied.

**G. Property owner initials \_\_\_\_\_**

As owner of the property, I may be responsible for the repair or replacement of the property or items on the property not covered by the City. If necessary, I, as property owner, will make necessary repairs to the property to bring the property to a condition substantially similar to the condition of the property prior to participation in the program within six months or other time as may be established by the Director. Specifically, as owner I may be responsible for repair/replacement of accessory structures which may include fences and walls.

**H. Property owner initials \_\_\_\_\_**

As owner of the property, I certify that no portion of the repairs for which I am applying is covered by insurance and that I may be required to produce a copy of my insurance if participating in this program.

**I. Property owner initials \_\_\_\_\_**

As owner of the property, I acknowledge that the owner is a third party beneficiary to any contract for water service line repair work.

**J. Property owner initials \_\_\_\_\_**

As owner of the property, I acknowledge and understand that the removal and/or replacement of any landscaping is **NOT** covered in this program and is the responsibility of the homeowner.

**K. Property owner initials \_\_\_\_\_**

The resident accepts all risks involved with excavating in close proximity to the foundation (see Hold Harmless document—Limited Liabilities)

**L. Property owners initials \_\_\_\_\_**

Does this property have an in ground irrigation system? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, it is the responsibility of the property owner to have these lines marked before excavation begins. These are private lines and are not located by Missouri One Call. Neither the City of St. Peters nor the Plumbing Contractor is responsible for these lines if they are not marked prior to commencement of the repair job.

**Owner Signature :** \_\_\_\_\_

**Date:** \_\_\_\_\_

Adjacent Property Owner (if applicable): \_\_\_\_\_

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

*If the signature is by agent, form must be accompanied by a notarized power of attorney.*

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**FOR OFFICE USE ONLY**

Date Application Received \_\_\_\_\_

Water Service Line Repair Project Number \_\_\_\_\_



## **HOLD HARMLESS AND THRU-WALL PENETRATION RELEASE**

This Hold Harmless and Thru-wall Penetration Release is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ (hereinafter referred to as the “Owner”) of the property located at \_\_\_\_\_ (the “property”).

In order to facilitate the repair, the Owner understands that the contractor must pull in a new piece of copper pipe through the foundation wall. Any work, workmanship, warranties and connections made inside the home is strictly the responsibility of the contractor making the repair. The Owner understands that the City of St. Peters is not authorized by law to perform any work inside the home. Any future problems or concerns arising from work performed inside the home will be addressed to and the responsibility of the contractor. The City of St. Peters holds NO liability for any work the Owner allows the contractor to perform inside the home. In consideration of the Owner’s voluntary participation in the City of St. Peters Water Service Line Repair Program (the “Program”), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges and agrees that the City is not the contractor for any water service line repairs to the Property nor the contractor’s agent, and that the City has made no WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION, THE MERCHANTABILITY OF THE WATER SERVICE LINE REPAIR OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS OR WORKMANSHIP IN THE WATER SERVICE LINE REPAIR, and that the City shall have no obligation to make the water service line repairs. No oral agreement, guaranty, promise, condition, representation or warranty, nor any oral modification hereof shall be binding. All prior conversations, agreements or representations related to the Program or to the water service line repairs are integrated herein, and Owner hereby releases, and agrees to indemnify, defend and hold harmless the City of St. Peters, its officials and employees, from and of any and all loss, damage, liability, claims, demands, causes of actions, suits, legal or administrative proceedings, penalties, fines, costs or expenses of whatsoever kind or character (including reasonable attorneys fees and expenses), arising out of or related in any manner to the Owner’s participation in the Program, including injuries or death to persons or damage to property directly or indirectly arising or growing out of the Program.

**Disclaimer.** EXCEPT AS EXPRESSLY WARRANTED HEREIN ALL MATERIALS AND WORKMANSHIP PROVIDED BY CONTRACTOR UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, AND CITY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE TO THE OWNER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

I, the Owner, have read this instrument and understand all its items. I execute it voluntarily and with full knowledge of its significance on the day and year first written above.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
DATE



**RELEASE,**  
**HOLD HARMLESS AND**  
**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Release, Hold Harmless and Temporary Construction Easement Agreement is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_(hereinafter referred to as the "Owner") of the property located at \_\_\_\_\_(the "Property"), and the City of St. Peters, Missouri (hereinafter referred to as the "City").

In consideration of the Owner's voluntary participation in the City of St. Peters Water Service Line Repair Program (the "Program"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges and agrees that the City is not the contractor for any water service line repairs to the Property nor the contractor's agent, and that the City has made no WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION, THE MERCHANTABILITY OF THE WATER SERVICE LINE REPAIR OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS OR WORKMANSHIP IN THE WATER SERVICE LINE REPAIR, and that the City shall have no obligation to make the water service line repairs. No oral agreement, guaranty, promise, condition, representation or warranty, nor any oral modification hereof shall be binding. All prior conversations, agreements or representations related to the Program or to the water service line repairs are integrated herein, and Owner hereby releases, and agrees to indemnify, defend and hold harmless the City of St. Peters, its officials and employees, from and of any and all loss, damage, liability, claims, demands, causes of actions, suits, legal or administrative proceedings, penalties, fines, costs or expenses of whatsoever kind or character (including reasonable attorneys fees and expenses), arising out of or related in any manner to the Owner's participation in the Program, including injuries or death to persons or damage to property directly or indirectly arising or growing out of the Program.

Owner also hereby grants City and its contractor a Temporary Construction Easement on, over and under the Property for the purpose of surveying, staking and otherwise using such Property in order for contractor to repair the water service line on the Property from the residence located thereon to the meter well together with all other site improvements required in connection therewith. The following constitutes the City's exclusive warranty with respect to the water service line repair to the Property. City hereby covenants and agrees that after any construction work done on and to the Property, that it will restore the ground surface thereof to substantially its prior condition, to the extent and within a timeframe that is practicable, in the City's sole and absolute discretion, and will repair and/or replace any fencing damaged or demolished as a result of any construction work or activity on the Property in connection with the Program.

The Temporary Construction Easement granted hereby shall cease and terminate upon the completion of repair of the water service line and other improvements to be installed in connection therewith on the Property.

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I, the Owner, have read this instrument and understand all its items. I execute it voluntarily and with full knowledge of its significance on the day and year first written above.

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**DATE**