



CONSENT FORM AND RELEASE FOR WATER METER REPLACEMENT

Purpose: The City of Santa Cruz is replacing water meters in its service area and has determined that the property-side plumbing on your property connecting to the water meter is in poor condition.

As the Property Owner ("Customer"), you are responsible for maintaining the water service facilities on the property owner's side in good condition to withstand normal meter maintenance, including replacement of the meter. (Santa Cruz Municipal Code §16.04.070(b)).

This consent and release form is provided to allow the Customer to authorize City staff to attempt to replace the meter before the property owner has to replace the property-side plumbing. City staff will use reasonable efforts to install the new meter without causing a break or leak to occur on the property-side plumbing, but the Customer is hereby advised that a break may occur despite the City's best efforts; in which case the Customer will then be responsible for repairing or replacing the property-side plumbing to allow the meter installation to be completed and/or prevent a leak from occurring or continuing after installation. If a leak or break occurs, water service may be cut off to the property immediately and the Customer may be left without water until the Customer repairs it.

1. Consent/Authorization: The undersigned Customer hereby gives the City of Santa Cruz, its employees, and/or agents the right to perform work to attempt to remove the existing water meter and install a replacement water meter based on the stated purpose above and the terms contained herein:

Address: _____

2. Work: City agrees to use reasonable efforts to provide the services in a professional workmanlike manner. City makes no warranties, express and implied, including but not limited to, that the work or water service or operation will be uninterrupted or error-free or free from defects in the services or product, and City makes no representations that the work may not cause any leaks or damages to personal or real property. Customer agrees to assume full responsibility to correct any problems on the property-side plumbing related to the meter installation.

3. Indemnification, Waiver, and Release: To the fullest extent permitted by law, Customer hereby releases, discharges, and agrees to hold harmless, defend, and indemnify the City of Santa Cruz, its officials, officers, employees, agents, volunteers, and independent contractors from all claims, demands, liability, losses, costs, and damages, known or unknown, anticipated or unanticipated, that the undersigned property owner or authorized agent have or may have by reason of this authorization to allow the work on the above-referenced property. Customer's indemnity obligations shall not apply to the extent any claim arises from the sole negligence or willful misconduct by City, its officials, officers, employees, agents, volunteers, or independent contractors. This clause will survive any termination of this agreement or conclusion of the work or services.

4. Limitation of Liability: Except as otherwise stated herein, the City shall not have any liability to Customer or any third party for any loss of profits, or other incidental, consequential, or special loss or damage, including exemplary and punitive damages, of any kind or nature resulting from or arising out of this agreement, and any services rendered hereunder.

5. Severability. In the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions of this agreement.

6. Interpretation. Customer acknowledges that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement.

7. Effective Date: This agreement shall be effective as of the date this agreement is signed.

8. Warranty of Authority. Customer represents that he/she/they have the legal authority to enter into this agreement to consent to the work hereunder. Customer and City agree that a scanned, electronic, or other copy of a party's signature shall be accepted and valid as an original.

I HEREBY CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS.

I FURTHER UNDERSTAND AND CERTIFY THAT BY EXECUTION OF THIS AGREEMENT I AM VOLUNTARILY SIGNING MY NAME TO THIS AGREEMENT AND BY DOING SO AM ACCEPTING ITS TERMS AS BINDING UPON MYSELF, MY HEIRS, AGENTS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS.

Signature of Property Owner: _____ Date: _____

Print Name of Person Signing: _____

E-mail: _____ Phone: _____