

**VILLAGE OF OAK PARK
RAINREADY GRANT PROGRAM
HOMEOWNER PARTICIPATION AGREEMENT
(Submit in Duplicate)**

THIS AGREEMENT made on this _____ day of _____, 201__ between the VILLAGE OF OAK PARK, 123 Madison Street, Oak Park, Illinois (hereinafter referred to as "Village") and _____ (name) and _____ (name) at _____ (address) in Oak Park, Illinois (hereinafter referred to collectively as "Homeowner").

WITNESSETH:

WHEREAS, the Village has adopted a RainReady Grant Program ("Program") to assist residents in their efforts to protect their homes from non-sewer backup flooding. This Program provides a grant to Homeowners for certain costs for installing flood mitigation measures in order to protect homes and property from damage as a result of flooding; and

WHEREAS, the Village has contracted with the Center for Neighborhood Technology ("CNT") to perform certain services for the Homeowner and CNT requires that the Homeowner execute CNT's "Rain Ready Terms and Conditions," attached hereto and incorporated herein; and

WHEREAS, Homeowner is the owner and occupant of the residence indicated above which has been the subject of occasional flooding not associated with sewer backup; and

WHEREAS, the Homeowner has applied to participate in this Program and the Village has determined Homeowner to be eligible to participate.

NOW, THEREFORE, in consideration of the above and the terms and conditions set forth below, the parties hereto agree as follows:

Section 1: The findings set forth above are expressly made a part of this Agreement as if fully set forth in this Section 1.

Section 2: Definitions. The following terms shall have the following meanings when used in this Agreement unless the context clearly indicates a contrary meaning.

"Contractor" shall mean a licensed contractor who is registered to do work in the Village of Oak Park and who has obtained the necessary licenses and permits from the Village to do work under this Program.

"Permit" is a Village permit which the Homeowner or Contractor must obtain, if a Village permit is required, before any improvements can be installed by a Contractor.

"Program" is the Village's RainReady Grant Program, operated in accordance with the Program Guidelines adopted by the Board of Trustees of the Village of Oak Park.

"Proposal" shall mean a Contractor's detailed bid for equipment, material and labor, with quantities itemized.

Section 3: Village Approval. The Homeowner shall submit all documentation required under the Program to the Village prior to the installation of any flood mitigation improvements, including the specific plans, Proposal, and an application for the necessary permits. No work shall begin until the Village approves the plans, the Homeowner pays the permit fee (if applicable) and the Village issues a building permit (if applicable). If any work is performed without a Village permit, the Homeowner shall not be entitled to reimbursement for said work.

Section 4: Installation. Homeowner shall install the approved flood mitigation improvements in accordance with the Program within 6 months of application approval. The time may be extended upon written request of the Homeowner and written permission by the Village if the work is delayed because of weather, unavailability of a Contractor or other factors beyond the Homeowner's control where Homeowner has exercised reasonable diligence to timely complete the installation of the improvements.

Section 5: Contract for Work. The Homeowner's contract for the work shall be based upon a proposal approved by the Village. That proposal shall be attached to this Agreement and made part hereof as **Exhibit A**. The contract for the installation shall be between the Contractor and the Homeowner. The Village shall not be a party to such contract and shall have no liability whatsoever for a breach of contract or damages as a result of any work improperly performed or other matter related to the work. The Village assumes no duty to the Homeowner or the Contractor for the performance of the work, the quality of the work or the condition of Homeowner's property. The Village's only responsibility shall be to make payment when Homeowner has strictly complied with the Program and this Agreement.

Section 6: Permit May be Required. The installation of the flood mitigation improvements may require a permit issued by the Village.

Section 7: Inspections. The Homeowner must notify the Village to schedule an inspection of the plumbing and electric work as required.

Section 8: Reimbursement. The Village shall reimburse the Homeowner for 50% of those items which are considered eligible costs at their actual cost. The maximum amount of reimbursement is \$1,300.00 per property. The Village shall reimburse Homeowner for eligible items at approved amounts when all work is completed, inspected and approved by the Village. To receive reimbursement, the Homeowner must follow all requirements of the Program and this Agreement and submit a claim pursuant to the Village's Request for Reimbursement Form, incorporated herein by reference.

Section 9: Deposit. The Homeowner shall deposit with the Village the amount of \$200.00 at the time of execution of this Agreement. Said deposit shall be returned to the Homeowner upon the completion and approval of the work that is the subject of this Agreement.

Section 10: Liability Waiver. The Village its officers and employees, are statutorily immune from liability for a failure to inspect private property and the Village makes no representation regarding the quality of the work performed by Homeowner's contractor. The Village shall have no liability for the performance or non-performance of the work, or the quality of the work performed by contractors, or the condition of private property. The Village is not a party to the agreement between the Homeowner and its selected contractor

and therefore shall not be liable for breach of contract or damages caused by the contractor. The Village assumes no fiduciary or other duty to the Homeowner under the program. by signing this agreement, the Homeowner agrees to waive any claims against the Village, its officials, officers, employees, agents and volunteers (collectively, "the Village") and to indemnify, defend and hold the Village harmless against any and all claims whether in tort, contract or under any other theory of liability for any property damage, personal injury, economic, contractual damages or other damages or loss of any other kind which the Homeowner may acquire as a result of participating in the Program.

Section 12: Disclaimer. The Program is designed to assist homeowners in reducing the risk of basement flooding due to sewer backups. However, there is always a risk of a sewer backup as a result of unexpected sewer collapse, obstruction, power failure, extreme environmental or weather conditions or other unforeseen factors. Homeowner agrees to assume the risk of loss of any future property damage even after installation of these funded improvements. In addition to overhead sewers, the Homeowner shall the property's foundation drains are operated properly to prevent seepage of ground water through walls below grade. Existing foundation drains will not be tested for proper operation. The Homeowner shall be responsible for all testing, inspections and any corrective work that may become necessary. In order for overhead sewers, backflow prevention valves and foundation drains to function properly, the sump/ejector pump(s) must be reliable and function continuously. The Homeowner shall be responsible to check the operation of those pumps regularly. The Homeowner shall be responsible for all testing, inspections and any corrective work that may become necessary.

Section 13 Disconnection of Downspouts. As a requirement of the Program, the Homeowner must disconnect any downspouts from the Village's combined sewer system and must take all corrective action necessary to prevent the discharge of roof drainage into the Village's combined sewer systems, unless an exemption is obtained from the Village.

Section 14: Breach. If the Homeowner fails to comply with all requirements of this Agreement or fails to complete the installation as provided in this Agreement, the Village shall have no obligation to reimburse the Homeowner for any expenses.

IN WITNESS WHEREOF the parties to this Agreement by their signatures acknowledge they have read and understand this agreement and intend to be bound by its terms as of the date first written above.

VILLAGE OF OAK PARK

HOMEOWNER

Cara Pavlicek, Village Manager

Dated: _____

Dated: _____

Dated: _____