

Rain Ready Terms & Conditions

AUTHORIZATION

The person or entity named in this application (“Participant”) represents that it is the owner, manager and/or tenant of the building(s) specified in this application (the “Building”). Further, the person who submits this application represents that he or she is authorized to enter into and perform this Agreement on behalf of Participant including, without limitation, to provide the information and access, and perform other duties required for participation in the Rain Ready Program by which Participant may obtain assistance with issues resulting from flooding (the “Program”).

Name (please print)

Date

Signature

Terms & Conditions

AGREEMENT

By submitting this application, you agree that you are entering into a legally binding agreement with the Center for Neighborhood Technology, an Illinois not-for-profit (collectively “we” or “us”), and that you are subject to the terms and conditions set forth in this application (these “Terms”). Any reference to “Participant”, “you” or “your” in these Terms shall mean the Participant named herein and anyone acting on Participant’s behalf including any officer, director, employee, contractor, agent, attorney, representative, heir, executor, administrator, insurer, assign, successor, tenant, licensee, invitee, occupant or any other person or entity. Any reference to “we”, “us” or “our” shall mean the Center for Neighborhood Technology, and the officers, directors, employees, agents, contractors, affiliates, successors and/or assigns of the Center for Neighborhood Technology.

PARTICIPANT COOPERATION

You agree that your cooperation in the Program, including providing access to areas and systems of the Building requested by us, in our reasonable discretion, is crucial to the success of the Program. You further agree to cooperate, provide information and access in a timely manner.

YOUR INFORMATION

We need certain information about the Building to ensure that this program works. That information includes flood history of the home and specific details about how the flooding occurred. It also includes the location of any property damaged as a result of flooding, and any insurance in place at the time of flooding. All of this information is known as “Program Data.”

We use Program Data to understand flooding in your neighborhood and what kinds of home improvements may help to limit flooding or flood-related damage. We therefore will ask you directly to provide this information about the Building over the phone, through an online application, and during our in-person meetings.

We use Program Data to provide you with tailored recommendations about home improvements. We also use Program Data to create reports and to develop aggregated statistics about flooding.

We share Program Data with our subconsultants so that they can provide services to you. If Program Data is shared with any other third parties, it is aggregated and/or de-identified so it does not identify you personally.

PROGRAM TERM

We may terminate the Program, or your participation in the Program, at any time upon notice to you. You may terminate your participation in the Program at any time upon written notice to us. The provisions of these Terms that, by their nature, should survive expiration or termination of the Program or your participation in the Program, shall survive including, without limitation, our rights in and to any environmental attributes and to Data obtained prior to the date of expiration or termination.

DISCLAIMER

Participant acknowledges that water and/or cost savings are subject to a number of variables over which we have no control including, without limitation, weather, occupant behavior, maintenance activities and additional factors. We make no representation or warranty of any kind including, without limitation, that your participation in the Program will result in prevention of flooding or any damage or destruction as a result thereof, reduced energy or water consumption, energy or water use savings, reduced building operating costs, any benefit of any kind; of the accuracy or completeness of any information, data, reports or other materials in whatever form or format; or of the continued safety, performance or cost-effectiveness of any information, materials, equipment, product, system, facility, procedure or policy discussed, provided or recommended by us. Use of or reliance on any of the foregoing by Participant is at Participant's sole risk.

LIMITATION OF LIABILITY; INDEMNIFICATION

We will not be liable for injury to or death of any person or damage to any property (including the Building) in connection with the Program or otherwise, except to the extent caused by our sole gross negligence or willful misconduct. You agree to indemnify us and hold us forever harmless from and against any loss, cost, damage or expense, including reasonable attorneys' fees and costs, arising out of or relating to your participation in the Program and/or Participant's acts or omissions. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND.

INSURANCE

You agree that you have and will maintain during the Program term adequate liability insurance in the forms and amounts standard for operation of the Building and sufficient to protect Participant and any party to whom you have an obligation to indemnify under these Terms. Upon request, you will provide to us insurance certificates evidencing such coverage.

INDEPENDENT CONTRACTORS

The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause these Terms to create an agency, partnership, joint venture, employee-employer or principal-agent relationship between the parties.

ENTIRE AGREEMENT; MODIFICATION

These Terms set forth the entire agreement between you and us with respect to the Program. Any prior agreements, whether written, oral or otherwise expressed are superseded by these Terms. From time to time, we may modify these Terms. We will notify you of any material changes by email sent to the email address we have on file for you. Your continued participation in the Program upon any such modification will affirm your agreement to these Terms, as modified. You agree that your participation in the Program will comply with all applicable laws, rules, ordinances and regulations including, without limitation any law and/or regulation regarding operation of the Building. Neither the course of conduct nor trade practice will act to modify these Terms. These Terms do not confer any third-party beneficiary rights.

ASSIGNMENT

You will not assign or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of us. Any purported assignment or delegation by you without our prior written consent will be null and void. We may assign these Terms or any rights hereunder without your consent.

SEVERABILITY

If any provision of these Terms is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties nevertheless agree that such portion will be deemed severable and will not affect the validity and enforceability of the remaining provisions, which will remain in full force and effect.

GOVERNING LAW

The Program, including these Terms shall be in all respects governed by and construed in accordance with the laws of the State of Illinois without regard to the conflict of law provisions thereof.