

## 2016 CITY OF CLEVELAND ACCESS AGREEMENT

THIS ACCESS AGREEMENT dated \_\_\_\_\_, 2016, between the CITY OF CLEVELAND ("City"), and the Owner of property located at \_\_\_\_\_, Cleveland, OH, \_\_\_\_\_ ("Property") grants access to the City of Cleveland, Ohio, for the purpose of implementing a rain barrel distribution program.

(Address)

(Zip Code)

Owner requests City to access the Property to install a rain barrel on the premises and provide guidance on use of the rain barrel. Owner grants permission for entry by City and its agents/contractors, subject to the following conditions:

1. City agrees to connect rain barrel to downspout diverter if diverter is installed at time of rain barrel delivery;
2. Owner or his/her agent agrees to be present during rain barrel delivery and downspout connection for complete installation. If not present, Owner agrees to delivery of rain barrel without installation;
3. Owner agrees not to sell, dismantle or otherwise render the rain barrel or other related materials unusable;
4. Owner agrees to cooperate with City in future access to property for the purpose of inventory and stormwater assessment;
5. City agrees to cooperate with Owner to minimize any disruption of the Property; and
6. Acknowledging that City has an agreement with Youth Opportunities Unlimited Inc. (Consultant) in which Consultant carries liability insurance, Owner agrees to indemnify and save harmless City from any and all suits, claims, fines, loss, costs, damages, expenses and liabilities from Consultant's failure to comply with applicable laws or any negligent act of Consultant in performance of this Agreement.

If owner fails to fulfill condition #3, the City may access the Property and remove the rain barrel. The City shall provide the owner with proper notice, via mail before such access occurs.

The City's Office of Sustainability is available to provide reasonable technical advice to owner on the operation and maintenance of the rain barrel at the owner's request. In fulfillment of this commitment, the City may rely on the technical expertise of the Northeast Ohio Regional Sewer District.

IN WITNESS HEREOF, the parties have executed this Access Agreement the day and year first written above.

### PROPERTY OWNER

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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