



**Village of La Grange Park**  
**Downspout Disconnection Pilot Program**  
**HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the **Village of La Grange Park**, its officials, agents, employees and volunteers, against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the **Village of La Grange Park**, its officials, agents, employees and volunteers arising in whole or in part or in consequence of performing their **Downspout Disconnection** as part of the **Downspout Disconnection Pilot Program** or which may in anywise result therefore, except that arising out of the sole legal cause of **Village of La Grange Park**, its officials, agents, employees and volunteers. The undersigned shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the **Village of La Grange Park**, its officials, agents volunteers and employees, in any such action, the undersigned shall, at its own expense, satisfy and discharge the same.

The undersigned confirms that he or she is 65 or older and or has a permanent disability that will not allow them to perform their downspout disconnection. The undersigned understands that the **Village of La Grange Park**, its officials, agents, employees and volunteers will be on their property for the sole purpose of completing the disconnection of their downspouts. The labor involved in performing the downspout disconnections will be provided at no cost to the homeowner. The undersigned has received information from the **Village of La Grange Park** about the **Pilot Downspout Disconnection Program** and agrees to allow its officials, agents, employees and volunteers to perform this work. The Village of La Grange Park does not provide any warranties or guarantees for this free work. Any future maintenance or follow-up work that is required or desired as result of this disconnection will be the sole responsibility of the homeowner.

The undersigned as required by the **Village of La Grange Park Ordinance No. 1001** and in accordance with the **Downspout Disconnection Assistance Program** agree to maintain the disconnection of my downspouts from the combined sewer system for a minimum of 10 years. This is to include all downspouts on my property except those that have been granted exemptions. The undersigned agrees for the duration of this agreement to allow access to the property listed below by **Village of La Grange Park** representatives or its agents to confirm compliance. This agreement will become active on the date signed below. The agreement will remain in force until 10 years from the undersigned date or until ownership of the property is legally transferred

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

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Address

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Village Representative	Signature	Date
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Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities relating to any person or entity or their property, that are or would be otherwise available to the Village or its Representatives under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America.