

SEWAGE PUMP STATION AGREEMENT

This Agreement made the ____ day of _____, 2021

BETWEEN:

(the "Owner(s)")

AND:

RESORT MUNICIPALITY OF WHISTLER
4325 Blackcomb Way
Whistler, BC V8E 0X5

(the "Resort Municipality")

The Owner(s) and the Resort Municipality agree as follows:

1. The Resort Municipality will supply the Owner(s) with one automatic residential underground sewage pump station for installation on the Owner's property at

_____ Whistler, BC, legally described as

The sewage pump station will be supplied at no cost to the Owner(s) and will become the property of the Owner(s) upon delivery.

2. The Owner(s) shall arrange for installation of the sewage pump station at the Owner(s)' expense. The Owner(s) shall engage a qualified contractor who shall install the sewage pump station in a manner that does not cause any interference with the Alta Lake Road sewage collection system.
3. The sewage pump station will be under a manufacturer's warranty for one year after the date of delivery to the Owner(s). The Resort Municipality makes no representations or warranties with regard to the condition or performance of the sewage pump station.
4. After installation, the Owner(s) shall maintain and operate the sewage pump station and shall keep it in good operating order, at the Owner(s)' expense.
5. The Owner(s) waives and releases the Resort Municipality, its officers, employees, elected officials, and agents from any claim or action relating in any way to the installation, operation or performance of the sewage pump station provided by the Resort Municipality. This waiver and release includes any consequential damages resulting from the installation, operation or failure of the sewage pump station.

Signed, Sealed and Delivered in the presence of:)
)
)
)
_____)
Name of Witness)
)
)
_____)
Address)
)
)
_____)
Occupation)
)
)

_____)
Signed on Behalf of Owner(s)
_____)
Print Name

Accepted on behalf of the Resort Municipality by:

Authorized Municipal Representative