

NON-LIABILITY AND INDEMNITY AGREEMENT

FOR VALUE RECEIVED from the City of Calvert City, Kentucky, by and through its General Manager of the Water and Sewer Department, or his designee, the undersigned hereby acknowledges, confirms and agrees as follows:

1. On behalf of the City, the Superintendent of the Calvert City Water and Sewer Department, or his designee, shall expend such funds as he may determine to be reasonably necessary to reimburse the undersigned for the cost of affecting remedial measures for a sewer back-up occurring on the premises of the undersigned on or about _____, 20____, such amount in no event to exceed \$3,000.00.

2. The undersigned hereby acknowledges, confirms and agrees that such payment by the City shall not constitute an admission or indication of fault on the part of the City, any of its subdivisions, employees, agents, representatives, officers, insurers or other affiliated entities. Further, this Agreement and/or the payment referenced herein shall not be used as evidence of fault in any litigation, arbitration, mediation, or any other claims settlement or resolution procedure, whether formal, informal, or otherwise.

3. The undersigned hereby agrees to indemnify the Calvert City Board of Public Utility Commissioners to the extent of any payment received by him/her hereunder, from any insurance proceeds or third party payments received by the undersigned for any and all damages resulting from said sewer back-up, including but not limited to any insurance proceeds received by the undersigned from the City's liability insurer, or the insurer of the undersigned.

Given by my hand this _____ day of _____ 20_____.

Signature

Date

