

**CHERRY HILLS HEIGHTS WATER AND SANITATION DISTRICT
CONTRACTOR AGREEMENT PER SECTIONS 2.8 and 2.8.1 OF THE DISTRICT'S SPECIFICATIONS**

This agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between Cherry Hills Heights Water and Sanitation District ("District"), a quasi-municipal corporation, and _____ ("Contractor").

Contractor is applying for a Connection Permit or a Disconnection Permit under the District's Sanitary Sewer Rules and Regulations ("Rules"). Per section 2.8 of the District's Specifications, to receive the District's authorization to conduct the work, Contractor is required, among other things, to sign an agreement with the District that meets the requirements of section 2.8.1 of the Specifications.

Accordingly, for good and valuable consideration and the promises contained herein, Contractor and District agree as follows:

1. Contractor agrees to adhere to and be bound by the provisions of Section 2 of the District's Specifications ("Specifications"), which are contained in Appendix 2 of the Rules, a copy of which may be obtained from the District or the District's website at www.cherryhillshightswsd.colorado.gov. Contractor acknowledges that, among other things, Section 2 of the Specifications requires compliance with all provisions of the Rules and the Specifications.
2. Contractor agrees to indemnify and hold harmless the District from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the work performed by Contractor, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or which arise out of any Workmen's Compensation claim of any employee of the Contractor. Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against such liability, claims or demands at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. Nothing in this paragraph shall be deemed to impose upon Contractor any obligation to defend or hold the District harmless against claims for damages legally caused by any unlawful act or omission of the District.
3. Contractor agrees to pay any and all applicable fees and charges provided by District's Specifications and Rules in connection with the work.
 - a. Contractor acknowledges that the District uses third-party consultants to conduct plan reviews and inspections/observations. At the time the application for a Permit is submitted to the District, the District generally will require the Contractor to deposit funds with the District to cover estimated consultant fees for plan reviews and inspections/observations.

- b. The District shall refund any unused portion of the deposit.
 - c. If the District's costs for reviews and inspections/observations exceed the deposit, Contractor agrees to pay the District the shortfall in funds upon demand.
 - d. The obligation to reimburse the District for review and inspection/observation fees applies whether or not the District requires an advance deposit.
 - e. If Contractor fails to pay the District's costs, the District may take those actions authorized by law to collect the amounts due. The District shall also be entitled to all court costs and attorney fees incurred in collecting the balance due, including interest at the rate of 12 percent per annum.
4. Contractor agrees to comply with all City of Englewood rules, regulations and requirements. Contractor acknowledges that the City of Englewood may charge fees, including a sewer tap fee, in addition to those charged by the District and agrees to pay, or arrange for payment of, such fees.
5. The District may terminate sewer service for cause, including, but not limited to, for non-payment of fees and charges, failure to comply with the District's Rules, Specifications, standards or permits, and/or failure to comply with the City of Englewood's rules, requirements, standards or specifications.

Agreed to as of the date written above.

CHERRY HILLS HEIGHTS WATER AND SANITATION DISTRICT

By: _____

Title: _____

CONTRACTOR

(Write Contractor Name Above)

By: _____

Title: _____