

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY 5000 OVERLOOK AVENUE, SW WASHINGTON, DC 20032

Backwater Valve (BWV)
Rebate Application and Waiver

To assist District property owners whose property suffered from sewer back-ups due to severe storms, DC Water is offering a rebate for the purchase and installation of a backwater valve (BWV). The property owner may receive up to a maximum of \$6,000 for the purchase and installation cost of the device. Only property owners of record are eligible for reimbursement upon meeting other stated requirements.

The work must be done by a DC licensed plumber under an approved District plumbing permit to qualify.

Once the permitted BWV installation is complete, please submit all of the following to receive your rebate:

- 1. This signed Application and Waiver (see back), completed by both you and your plumber (2 pages);
- 2. The enclosed **Itemized Backwater Valve Receipt** to be completed by your DC Licensed Plumber DC Water will not accept a receipt without itemized plumber's charges as shown; and
- 3. Copy of Department of Consumer and Regulatory Affairs (DCRA) Permit for the BWV installation.

Incomplete application packages will not be processed.

Submit all **completed** applications to: DC Water – BACKWATER VALVE REBATE PROGRAM 5000 Overlook Ave., SW Washington, DC 20032

TO BE COMPLETED BY PROPERTY	OWNER	
Property Owner(s):		
Installation Address:		
Mailing Address for Reimbursement:		
Telephone Number(s):	Email Address:	
×	ž 4	W.

RELEASE AND WAIVER (continued on next page)

This Release and Waiver of Liability ("Release") between the Property Owner(s) ("Recipient") of the real property located at the above Installation Address ("Property") and the District of Columbia Water and Sewer Authority ("DC Water"), its successors, directors, officers, agents, representatives, and employees, is legally binding. I, the Recipient, freely and voluntarily execute this Release under the following terms:

I, the Recipient, acknowledge and agree that I may benefit from having a backwater valve ("BWV") device installed on my Property. I understand that, in the event of a rain event, a BWV may prevent a sewer back-up from occurring on my Property.

Page 1 of 2

RELEASE AND WAIVER continued

I, the Recipient, certify that I have had a BWV installed and tested at my Property by a DC Licensed Master Plumber pursuant to applicable District of Columbia codes, standards and regulations.

I, the Recipient, certify that I have provided DC Water with my completed backwater valve application and waiver, my DC licensed plumber itemized receipt for the BWV installation costs and a copy of the DCRA permit as required by the terms of the Rebate Program, and that I have paid in full the total amount of those associated costs for purchase and installation. I understand that DC Water will not accept estimates, nor will DC Water pay any additional costs associated with the inspection, operation, maintenance and repair of the BWW, or any consequential costs resulting from the operation of the respective BWW.

I, the Recipient, attest that I am the property owner of record with the District of Columbia's Office of Tax and Revenue real property records for this identified Property.

I, the Recipient, understand that I am the owner of the BWV device, and that I am solely responsible for its installation, operation, inspection, maintenance, testing and repairs.

I, the Recipient, understand that DC Water is only reimbursing me, the Recipient, for up to an amount not to exceed the sum of six thousand dollars (\$6,000.00). I understand that although DC Water is not obligated to provide and/or assist in the purchase and installation of a BWW, it is doing so as a one-time service to me. Further, I acknowledge that while DC Water is assisting in certain costs associated with the purchase and installation of the BWW, it does not have any obligation to reimburse or refund me or anyone acting on my behalf for the purchase or installation of any subsequent BWVs at Property.

I, the Recipient, also understand that DC Water's reimbursement of the costs associated with the BWV's purchase and installation is not an admission or acceptance of liability for any property and/or personal damage and/or losses that may have resulted prior to the execution of this Release, during the installation of the BWV and/or at any future time thereafter.

l, the Recipient, freely and voluntarily agree and attest to the following additional terms:

- 1. RELEASE AND WAIVER: I hereby release and forever discharge DC Water and its successors, directors, officers, agents, representatives, and employees from any and all claims and demands of whatever kind and/or nature either in law or in equity, which may arise directly and/or indirectly from the installation of the BWV at the Property, and/or any failure of the BWV to prevent flooding and/or damage otherwise. I also understand that DC Water does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to, property insurance in the event of damage or loss caused by the installation of the BWV, and any subsequent failure of the BWV thereafter.
- 2. <u>ASSUMPTION OF THE RISK</u>: I hereby expressly assume the risk of property damage and/or loss that may result from the installation of the BW, as DC Water was not involved in selecting, approving, advising, retaining, hiring, surveying or recommending any party and/or entity to install the BW, nor was DC Water involved in the selection of the device itself.
- 3. OTHER: I agree that this Release is intended to be as broad and inclusive as permitted by District of Columbia laws, and that this Release represents the entire agreement and understanding between the parties, and supersedes any other agreements that may have existed between the parties prior to its execution. I agree that in any event that any provision of this Release is deemed invalid by a court of competent jurisdiction, the invalidity of such a provision shall not otherwise affect the remainder of the this Release, and which shall continue to be held enforceable.

I FURTHER STATE THAT I HAVE CAREFULLY READ THE FOREGOING RELEASE AND WAIVER AND KNOW AND UNDERSTAND ITS CONTENTS THEREOF, AND THAT I VOLUNTARILY SIGN THIS RELEASE AND WAIVER.

Ĭ.		"
Recipient	Date	
Witness	 Date	



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY 5000 OVERLOOK AVENUE, SW WASHINGTON, DC 20032

Itemized Backwater Valve (BWV) Receipt

The following must be completed by your DC Licensed Plumber.

Plumbing Company Name:					
Name of Plumber that Installed BWV Device:		DC License #:			
Device Make & Model:		DCRA Permit No.:			
Installation Location (circle): 1. Outside of home 2. Basement floor		3. <u>Inside basement</u>	<u>wall</u>		
Reason circled location was chosen:					
Depth of Installation:		Installation Cost: _			
List of Materials/Work Activities*	Quantity	Unit Cost	Total Cost		
Backwater Valve	1				
		_			
1					
Subtotal Materials:	,	3	\$		
_Labor*	ė)				
# Hours Charged		\$			
Subtotal Labor:		Ф			
Equipment*					
Subtotal Equipment:		\$			
T. A. I.					
Totals Materials	Ä		ű.		
Labor					
Equipment					
Total Installation Cost:		\$	Ĭ		
*RESTORATION OF FINISHED FLOOR AND WALL SURFACES AND RESTORATION OF LANDSCAPING INCLUDING SOD ARE EXCLUDED FROM THE REBATE.					
I certify under penalties of perjury that the information provided in this Itemized Backwater Valve Receipt is true, accurate and					
complete to the best of my knowledge, information and belief.					
Signature of Plumber Da	te				