



# CITY OF BELLEVUE NEIGHBORHOOD MATCH PROGRAM



## FORM A: MAINTENANCE AGREEMENT

PROJECT NAME	
PROJECT LOCATION	
DESCRIPTION	
ESTIMATED COST	
DATE	

**Ongoing maintenance for all match projects becomes the responsibility of the applicant and other members of the applicant's community. This maintenance agreement must be signed and returned in order to be considered for matching funds.**

**Maintenance Responsibility.** Upon accepting a contribution from the City, we hereby assume full responsibility for the ongoing maintenance of the improvements described above. This may include any, or all, of the following: weeding, watering, trimming shrubs and/or trees to keep walkways and sight distance clear, replacing light bulbs, removing dead trees and/or shrubs, and repairing and/or repainting damaged signs. Sight distance is typically fifteen (15) feet. For more information about sight distance please see Section 22 of the City's Transportation Department Design Manual. The City reserves the right to (but has no obligation to) remove any structure or improvement installed with neighborhood match funds where the structure or improvement has become dilapidated, hazardous, unsightly or otherwise in disrepair after providing residents a reasonable opportunity to repair or replace said structure or improvement. The City shall not be liable for damages, replacement costs or any other costs associated with such removal.

**Permits.** Please contact the Development Services Department to determine what permits if any are required for your project (425-452-4898 or [permits@bellevuewa.gov](mailto:permits@bellevuewa.gov)). Applicants are required to obtain all necessary permits prior to beginning work.

**Indemnification and Hold Harmless.** We understand that our participation in the City of Bellevue Match Program is a voluntary activity, and that we are donating our time and our labor by our own free choice. We agree to implement our Match Project in a responsible manner. In consideration of participation in the Match Program we hereby agree to assume the risks of property damage, injury, illness, or death in any way associated with our participation in this activity. We agree to release, defend, indemnify, and hold harmless the City, its officials, employees, representatives, volunteers, and agents for any and all rights and claims for damages, including attorney fees, we now, or may hereafter have, whether known or unknown, in law or in equity, and arising from or in any way connected with our participation in the Match Program. We agree that the terms stated herein shall also serve as a waiver of liability and assumption of risk for our heirs, estate, executor, administrator, assignees, and for all members of our family.

**Future Financial Support and Maintenance.** By signing this Agreement we understand that the City of Bellevue will not provide any further financial support once the Match Project is completed, nor will the City participate in the maintenance of the project.



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**Term.** This Agreement shall remain in full force and effect until terminated by either party by providing thirty (30) days written notice to the other party. In the event of termination of this Agreement, the City may require removal of the improvements and restoration of the area.

**A minimum of three signatures is required. All neighbors participating in the Match Project shall sign a Volunteer Participant Waiver of Liability and Assumption of Risk Form before participating in the Project.**

	<i>Resident 1</i>	<i>Resident 2</i>	<i>Resident 3</i>
SIGNATURE			
NAME			
ASSOCIATION			
TITLE			
ADDRESS			
PHONE			