

ATTENTION – DISCLAIMER AND INDEMNIFICATION: This website is provided by Colorado Sewer Services, Inc. (“CSS”) for informational purposes only and does not constitute a contract or binding offer to provide services. If a contract to provide services is entered into between CSS and a customer (“Customer”), CSS specifically disclaims any liability or responsibility, and Customer shall indemnify and hold harmless CSS and its owners, officers, employees, subcontractors and agents, (collectively the “Indemnitees” and singularly an “Indemnitee”) for and against all damages, claims, expenses or lawsuits, including attorneys fees and costs, resulting from, arising out of or relating to damage to pipes, drain lines, sewer lines or other property damage, including without limitation, damage to toilets, P-traps or other fixtures or other property, including without limitation damage resulting from flooding, occurring during and after the time CSS provides its services. This disclaimer is applicable to damages resulting from defective parts manufactured by third parties and installed as a component of CSS’s services.

SITE CONDITIONS: The following requirements apply to any property on which CSS is contracted to provide its services:

1. **Property Access.** Customer is responsible for providing CSS with all permissions necessary for CSS to access and enter upon any property upon which CSS will provide its services, and for providing any governmental or administrative authority with full and timely access to observe or inspect the property or the services.
2. **Condition of Property.**
 - A. Customer is responsible for ensuring that any property upon which CSS will enter to provide its services is secure, and that all real and personal property is moved out of the way or properly protected to minimize any possible damage that might result while CSS is providing its services.
 - B. CSS may, in its sole discretion based upon safety concerns, decline to clean any drain or sewer lines that extend through a roof vent.
 - C. Customer is responsible for the removal of and drain cleaning cable that becomes stuck in a drain or sewer line, and for any cost to repair any property damaged by a drain cleaning cable.
 - D. Customer is responsible for the cost of cleanup of any sewage leak or leak of any other material, if such leak is deemed to be a hazardous material leak. Customer is responsible for obtaining at Customer’s expense, any permits and licenses, and for the payment of all fees and taxes incurred in relation thereto, which are required for CSS to perform any of the services. Customer is responsible for the cost to remedy any pre-existing plumbing code violations, other illegal or unauthorized conditions, including without limitation cost associated with working with lead piping.
 - E. Customer shall indemnify and hold harmless the Indemnitees for and against all damages, claims, expenses or lawsuits, including attorneys fees and costs, resulting from, arising out of or relating to an Indemnitee’s entrance upon any property and its provision of services thereon, or resulting from Customer’s

failure to properly secure, prepare, permit, license or provide necessary access of or to any property.

- F. Customer is responsible for communicating clearly with CSS about the nature of any problem or the condition of any property for which services are required, and

Customer shall indemnify and hold harmless the Indemnitees for and against all damages, claims, expenses or lawsuits, including attorneys fees and costs, resulting from, arising out of or relating to problems associated with Customer's failure to communicate a problem or condition on the property.

3. Unforeseen Conditions on Property. Customer is responsible for paying CSS for any additional labor, additional or repair of equipment, and additional materials required to address any conditions on any property that are unforeseen or unusual and that could not have been ascertained by CSS after a reasonable initial property inspection. Unforeseen conditions specifically include, without limitation, leaks in pipes, connections, or other fixtures. Customer shall indemnify and hold harmless the Indemnitees for and against all damages, claims, expenses or lawsuits, including attorneys fees and costs, resulting from, arising out of or relating to any Indemnitee's performance of services in which unforeseen or concealed conditions are encountered, even if such damages are caused in part by an Indemnitee.