

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is made on this day of , 20__ , between The Municipal Authority of the Borough of Lewistown ("Authority")

AND

_____ , whether one or more, ("Customer").

INTRODUCTION

- A. Customer has requested Authority to provide water service for a Residential Sprinkler System ("RSS") to be installed on Property owned by Customer.
- B. Authority has agreed to provide water service for the RSS subject to the terms and conditions of this Agreement.
- C. Customer acknowledges that Authority is a provider of potable water and is willing to supply water to customer for the RSS as an accommodation to customer and only upon customer's execution of this Agreement.
- D. Customer has reviewed the terms of this Agreement, understands them and agrees to be bound by these terms, fully understanding the obligations and responsibilities imposed upon Customer by this Agreement.

AGREEMENT

- 1. Customer, specifically releases, indemnifies and holds Authority harmless from any and all claims, demands, costs, obligations or liabilities of any nature whatsoever, including claims for death, personal injury or property damage, including attorney fees and expenses, in any way relating to the RSS installed, or to be installed on Customer's property and to which Authority is supplying water.
- 2. Customer agrees for himself, and on behalf of his heirs, successors, assigns and insurers, that as a condition of being supplied water for the RSS by Authority, Customer will bring no suit against Authority which shall, in any way whatsoever relate to the amount, quantity, quality, pressure or sufficiency of the water supplied by Authority for use in the RSS.
- 3. Customer specifically acknowledges that he has been advised by Authority that:
 - a. the pressure in the Authority's water supply system may, or may not, be capable of meeting the requirements to start and maintain the RSS in the event of a fire;

- b. the minimum pressure requirement for fire suppression or sprinkler systems (is or may be) higher than that which the Authority maintains for domestic water supply;
 - c. the water supplied by Authority may not provide adequate and continued flow volume (gallons/minute) to the RSS;
 - d. a pressure pump or holding tank may have to be installed by Customer to meet the pressure and flow needs of the RSS;
 - e. an Authority approved backflow prevention device must be installed on the RSS supply line to prevent contamination of the domestic water supply;
 - f. Authority does not and will not inspect or test your RSS to determine: 1) whether it is adequate to suppress a fire on your property, 2) whether or not it will operate with the existing water service capacity and pressure provided by the Authority's water system, 3) whether or not it is properly maintained and 4) whether it complies with industry standards, state, federal and municipal laws and regulations;
 - g. Customer must install a RSS that meets industry standards (currently NFPA-13) and Federal, State and Municipal laws and regulations;
 - h. Authority is in no way guaranteeing an adequate supply, volume or pressure of water to the RSS, and the supply of water may not reach the RSS due to, including but not limited to, line flushing, line break, air-lock, drought, pumping system failure, contamination or termination of service by Authority due to non-payment of water bills by Customer.
4. To ensure the binding effect of this agreement on successors in interest to Customer, and Customer's insurers, the parties agree that this Agreement will be recorded in the Recorder of Deeds office in the county in which the property in which the RSS is to be installed is located.
 5. The Authority agrees to provide water to the RSS solely in accordance with the terms of this Agreement, and on the specific condition that Authority shall have no liability whatsoever as a result of providing or failing to provide water to the RSS.

The Parties, intending to be legally bound, acknowledge and agree to the terms of this Agreement, the day and year noted above.

ATTEST:

The Municipal Authority of the Borough of
Lewistown

By _____

WITNESS:

Customer

Customer

