

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is made on this _____ day of _____, 20____, between MIFFLIN COUNTY MUNICIPAL AUTHORITY (“Authority”)

AND

_____ of _____
 (“Customer” to include any person, male or female, as well as any recognized legal entity).

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 shall release, indemnify and hold harmless the Authority and its directors, officers, employees, attorneys and agents against and from any and all liabilities, suits, actions, claims, demands, losses, expenses and costs (including, without limitation, court costs and attorney fees) of every kind and nature incurred by, or asserted or imposed against, the Authority and its directors, officers, employees, attorneys and agents, or any of them, by reason of any accident, injury (including death) or damage to any person or property, however caused (other than the sole and exclusive negligence or the willful misconduct of the Authority), resulting from, connected with or growing out of any act of commission or omission of Customer or any officer, employee, agent, assignee, contractor or subcontractor of Customer or any use, non-use, possession, occupation, condition, operation, service, design, construction, acquisition, maintenance or management of, or in connection with or in any way relating to the RSS installed or to be installed on Customer’s property and to which the Authority is supplying water, and regardless of whether such liabilities, suits, actions, claims, demands, damages or losses be against the Authority or any of its directors, officers, employees, attorneys or agents, or be against or be suffered or sustained by legal entities, officers, agents or other persons to whom the Authority or any of its directors, officers, employees, attorneys or agents may become liable. The Authority shall not be liable for any damage or injury to the persons or property of

Customer or any of its directors, officers, agents, contractors, subcontractors and employees, or any other person or entity who or which may be at the site of the RSS. Customer may, and if so requested by the Authority shall, undertake to defend at its sole cost and expense, any and all suits, actions and proceedings brought against the Authority or any of its directors, officers, employees, attorneys or agents in connection with any of the matters indemnified against in this paragraph. The Authority shall give Customer timely notice and shall forward to Customer every demand, notice, summons or other process received with respect to any claim or legal proceeding contemplated herein, but the failure of the Authority to give such notice shall not affect any right to indemnification hereunder.

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. Customer specifically agrees to accept the pressure, quantity and the general circumstance of water and water services in regard to fire protection and hereby acknowledges that the Authority shall have no responsibility or duty to establish or determine the fire flow protection needs of Customer or any subsequent water customer, but such responsibility and duty shall be the sole and exclusive duty or responsibility of Customer or any subsequent water customer.

3. The Authority shall have no liability, now or in the future, to Customer regarding any special services, pressure, capacity, water quality or quantity, other than the ordinary or changing conditions of the water and water services, as the same exists from day to day, and the Authority shall be free and exempt from any and all liability, claims, demands suits or injuries to Customer or any other persons or property by reason of fire protection, water pressure or capacity or failure to supply water.

4. 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, and drought, pumping system failure, contamination or termination of service by Authority due to non-payment of water bills by Customer.
5. 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.
6. 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. By executing this Agreement, Customer does not rely, and has not relied, upon any representation or statement made by representatives of the Authority with regard to the subject matter, basis or effect of this Agreement or otherwise. This Agreement is the entire agreement between the parties and represents their full and complete understanding with respect to the matters addressed herein. No prior or contemporaneous oral agreements may be offered to alter the terms of this Agreement. The recitals above are an integral and substantive part of this Agreement. This Agreement shall be binding upon the parties hereto and the parties' heirs, successors and assigns. This Agreement may not be modified except in writing signed by both parties. If any part of this Agreement is determined to be unenforceable, then such determination shall not affect the remaining portions of the Agreement, which shall continue in full force and effect. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

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

ATTEST:

Mifflin County Municipal Authority

Secretary

By _____
Chairman

WITNESS:

Customer

Customer

ACKNOWLEDGEMENTS

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF MIFFLIN :

On this, the ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, who acknowledged himself to be the Chairman of the Mifflin County Municipal Authority, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF MIFFLIN :

On this, the ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF MIFFLIN :

On this, the ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, who acknowledged himself to be the _____ of _____, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public