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AGREEMENT OF RELEASE AND INDEMNIFICATION

BY and BETWEEN, The Borough of Sewickley Water Authority (Authority), whose principle place of business is located at 601 Thorn Street, Borough of Sewickley, County of Allegheny, Commonwealth of Pennsylvania, 15143

AND

_____ (Owner) the Owner or Owners of Record as recorded in the Department of Real Estate Office in the County of Allegheny, Pennsylvania for the property located at _____, _____ Borough/Township, County of Allegheny, Commonwealth of Pennsylvania, 15143.

WHEREAS, "Pennsylvania Building Code"/UCC, as of the date of this Release has required the installation of certain Residential Sprinkler Fire Suppression Systems for construction in certain facilities; and/or the OWNER has exercised the option to install said system; and

WHEREAS, The Authority has established certain "Rules and Regulations" governing the use of said Residential Fire Suppression Sprinkler Systems as they relate to the capabilities and uses within the Authority's water service system, and

WHEREAS, the Owner has requested service from the Authority that requires the installation of a **Residential Sprinkler Fire Suppression System by the Owner,**

NOW THEREFORE, the Owner, in consideration of the application for water service, releases, indemnifies and holds the Authority harmless from any and all claims, demands, costs, obligations and/or liabilities of any nature whatsoever, including without limitation, claims for death, personal injury or property damage, as well as attorney fees and expenses, in any way relating to any residential sprinkler Fire Suppression System installed, or to be installed, on the property and to which the Authority is supplying water.

Owner agrees, as a condition of being supplied water by the Authority, that Owner will bring no suit against the Authority which shall, in any way whatsoever, relate to the amount, quantity, pressure or sufficiency of the water supplied by the Authority for use in the residential sprinkler system.

Further, the Owner understands that **an Authority approved backflow prevention device must be installed on the residential sprinkler system supply line** to prevent contamination of the domestic water supply.

The Owner understands and agrees that the Authority does not and will not inspect or test their residential sprinkler system to determine (i) whether it is adequate to suppress a fire on your property, (ii) whether or not it will operate with the existing water service capacity and pressure provided by the Authority's water system, (iii) whether or not it is properly installed or maintained; (iv) whether it complies with industry standards or state, federal and municipal laws and regulations; and/or (v) for any other purpose. The Owner understands and agrees that the Authority is not guaranteeing an adequate supply, volume or pressure of water, to the residential sprinkler system, and a supply of water may not reach the residential sprinkler system due to various reasons, including, without limitation, line flushing, line break, air-lock, drought, pumping system failure, freezing, contamination and/or termination of service by the Authority due to non-payment of water bills by Owner.

Because the Owner is obtaining water for the Residential Sprinkler Fire Suppression System through its domestic service water line, the Owner is advised that service to the Residential Sprinkler Fire Suppression System shall be discontinued for non-payment of domestic water service fees as provided for in the Authority's Rules and Regulations applicable to service disconnection or stoppage for non-payment of charges.

Agreed to this ____ day of _____, 20__.

CAUTION, THIS IS A RELEASE. READ BEFORE SIGNING.

WITNESS

OWNER OF RECORD

WITNESS

OWNER OF RECORD