

WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this "Agreement"), made and entered into the _____ day of _____, 20____, by and between **THE MUNICIPAL AUTHORITY OF THE TOWNSHIP OF ROBINSON**, a Pennsylvania municipal authority organized and existing pursuant to the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, Sec. 1 *et seq.*, as amended, maintaining an office at Campbells Run Road, Robinson Township, Allegheny County, Pennsylvania, with a mailing address of P.O. Box 15539, Pittsburgh, Pennsylvania 15244-0539 ("Authority")

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_____,
a _____ organized and existing pursuant to the laws of the State/Commonwealth
of _____, maintaining an office at _____
_____ ("Owner")

or

_____,
an individual (or individuals), residing at _____
_____ ("Owner")

WITNESSETH:

WHEREAS, Owner is the record owner of certain real parcel located within the Township of Robinson, Allegheny County, Pennsylvania, said real property being located at and commonly referred to as _____
_____ and identified as Block and Lot No. _____
in the records of the Tax Registry for Allegheny County (the "Property");

WHEREAS, Authority provides, *inter alia*, water service to the various structures and properties situate within the Township of Robinson, Allegheny County, Pennsylvania;

WHEREAS, Owner has requested Authority to provide certain water service to and for the Property, which service shall include water service to and for a fire suppression/sprinkler system installed or to be installed in the Property (the "System");

WHEREAS, Authority has agreed to provide such water service to and for the System serving the Property, expressly subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the parties hereto hereby expressly agree as follows:

1. Waiver and Release by Owner. In exchange for Authority agreeing to provide water service to the System, Owner hereby expressly and specifically forever release and discharges Authority from, of and for, and hereby waives and surrenders, any and all past, present and future claims, counterclaims, demands, suits, actions, causes of actions, liabilities, obligations, damages, injuries, of any nature or kind whatsoever, including claims for personal injury or property damage, plus any and all costs, fees and expenses, including reasonable attorney's fees, whether arising at law or in equity, under the common law, federal, state, local or other law, in any manner relating to or arising from the System installed or to be installed on the Property, whether or not related to the operation, functionality, performance or reliability of the System or the supply, volume, flow or pressure of water to the System or otherwise (collectively, "Claims").

Owner expressly agrees for itself, and on behalf of its heirs, successors, assigns and insurers, as the case may be, that as a condition of being supplied water by Authority to the System, Owner warrants, covenants and represents that it will commence no Claim against Authority which shall, in any way or manner whatsoever relate to the System, its operation, functionality, performance or reliability, or the amount, quantity, quality, supply, pressure, volume or flow of the water provided to or intended for use by the System.

It is the express intention of Owner that this Agreement shall constitute and serve as a full, comprehensive and final general release of Authority from all such Claims.

2. Indemnification by Owner. Owner shall indemnify, save, hold harmless and protect Authority and its directors, officers, professional advisors, agents, servants, employees and contractors from and against all suits, claims, arbitrations, actions, damages, losses and expenses, including, but not limited to, counsel fees and expenses, brought by any person, including, but not limited to, employees, contractors or subcontractors of Owner, and for all costs or liability Authority may incur relating to any injury or alleged injury, including death, to the person or property of another resulting or arising from or in any way related to the System, its operation, functionality, performance or reliability, or the amount, quantity, quality, supply, pressure, volume, flow or pressure of the water provided to or intended for use by the System, or any act in the performance of the work or defect therein, any improper or inferior workmanship or defective materials related to the System.

3. Requirements of Owner.

a. The System shall be constructed in accordance with all applicable Rules and Regulations Governing Water and Sewer Service of Authority;

b. The System installed by Owner shall meet all then-current industry standards, which, at the time of this Agreement, is NFPA-13; and

c. Owner shall install, at the location(s) and in the manner(s) specified or required by Authority, backflow prevention devices in order to prevent contamination of the domestic water supply to both the Property and Authority's system.

4. Acknowledgements of Owner Regarding System. Owner specifically and expressly understands and acknowledges that it has been advised by Authority the following and that it expressly accepts each of the following:

a. the pressure in Authority's water supply system may not be capable of meeting the requirements to activate, operate and maintain the System in the event of a fire;

b. the minimum pressure requirements for the System may be higher than that which Authority maintains for domestic water supply;

c. the service line connected from Authority's system to the Property may not provide adequate and continued flow volume (gallons per minutes) to the System;

d. the System may require the installation of a pressure pump, holding tank or some other similar facility to meet its pressure or flow requirement, which such facility shall be at the sole cost of Owner;

e. Authority had no role in and is not responsible for the requirement, design, inspection or approval of the System;

f. annual inspections of the System to ensure the System stays in good working condition, receives adequate pressure and is not subject to failure due to sediment in any parts of the System are advisable;

g. Authority in no manner whatsoever guarantees an adequate supply, volume, flow or pressure of water to the System;

h. From time to time, an adequate supply, volume, flow or pressure of water may not reach the System due to line flushing, line breaks, air-locks, drought, pumping system failure, contamination or other reason, whether or not within the control of Authority; and

i. Authority has the express right to terminate service to the Property and Owner, including service to the System, for any non-payment of any amounts due and owing Authority.

5. Recording of Agreement; Covenant Running with the Land. The duties and obligations of Owner in this Agreement shall create an equitable servitude upon the Property, and any subdivision thereof, in favor of Authority and shall constitute covenants running with the land, which shall bind every person or entity having any fee, leasehold, mortgage or other interest in any portion of the Property at any time or from time to time. The acceptance of any transfer or conveyance of title from Owner of any or all part of Owner's interests in the Property, or any subsequent owner of any such title or interest, by any party shall be deemed, without any further action by Authority, to require such parties acquiring title to assume and agree to be obligated by and perform each and all of the obligations of Owner under this Agreement, which obligations shall be and remain joint and several. To ensure such binding effect of the terms and conditions of this Agreement, and the promises and covenants made herein, on Owner and its successors in interest, the parties agree that this Agreement will be recorded with the Allegheny County Real Department of Real Estate.

6. Reliance by Authority. Authority agrees to provide water to the System solely in accordance with the terms of this Agreement, in reliance of the covenants provided herein and on the specific and express condition that Authority is discharged of and shall have no liability

whatsoever resulting from the operation of functionality of the System, whether related to the supply, volume, flow or pressure of water or otherwise.

7. General Acknowledgements by Owner. Owner hereby expressly acknowledges that (i) it has had ample time to review the terms and conditions of this Agreement, (ii) it fully understands the obligations and responsibilities imposed upon it hereby, (iii) such obligations are material to this Agreement and to Authority, (iv) in agreeing to enter into this Agreement, Authority is expressly relying upon the covenants made and the obligations and responsibilities undertaken by Owner herein, (v) Authority has made no representations other than those expressly set forth herein, if any, and that it is not relying on any statement made by the Authority and (vi) it agrees to be bound hereby.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and year first above written.

If Individual(s)

WITNESS:

OWNER:

If corporation/partnership

ATTEST:

OWNER:

By: _____

Name: _____

Title: _____

ATTEST:

**THE MUNICIPAL AUTHORITY OF
THE TOWNSHIP OF ROBINSON**

By: _____

ANTHONY T. LENZE, Executive Director

