Prepared by and return to:
Lucy Dowd Law LLC
210 West Grant Street
Lancaster, PA 17603

WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this "Agreement"), is made and entered into as of this _____day of_____, 20_____, by and between the East Cocalico Township Authority, a municipal authority organized and existing under the Municipality Authorities Act of 1945, as amended, of Lancaster County, Pennsylvania, with its registered office at 102 Hill Road, Denver, Pennsylvania 17517 ("Authority") and _____of _____ _____, _____County, Pennsylvania ("Owner") relating to its property located at _____, East Cocalico Township, Lancaster County, Tax Parcel No. _____and known as _____, described in a Deed/Subdivision Plan, dated _____, and recorded on _____ in the Lancaster County Recorder of Deeds Office in Document ID #_____("Property").

WHEREAS, Owner desires to connect to the Authority's facilities to serve a fire suppression or sprinkler system ("System") to be installed on Owner's Property located within the Authority's service area;

WHEREAS, Authority has agreed to provide water service for the System subject to the

terms and conditions of this Agreement; and

WHEREAS, Owner has read the terms of this Agreement, understands them and agrees to be bound by these terms, fully understanding the obligations and responsibilities imposed upon Owner by this Agreement.

NOW, THEREFORE, intending to be legally bound hereby, for themselves and each of their respective heirs, personal representatives, successors and assigns, the Authority and Owner agree as follows:

1. The foregoing recitals are hereby incorporated herein by this reference as if fully set forth at this place.

2. Owner specifically releases, indemnifies and holds Authority harmless from any and all claims, demands, costs, obligations or liabilities of any nature whatsoever, including claims for personal injury or property damage, in any way relating to System installed, or to be installed, on Owner's Property and to which Authority is supplying water.

3. Owner agrees individually and on behalf of Owner's heirs, successors, assigns and insurers that as a condition of Authority supplying water for the System, Owner will bring no suit against Authority relating in any way whatsoever to the water supplied by Authority for use in the System, including, but not limited to, the amount, quantity, quality, pressure or sufficiency of the water supplied by Authority for use in the System.

4. Owner specifically acknowledges the following:

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

b. That the minimum pressure requirements for fire suppression or sprinkler systems may be higher than that which the Authority maintains for domestic water supply;

c. That the water supplied by Authority may not provide adequate and continued flow volume (gallons/minute) to the System;

d. That Owner may have to install a pressure pump or holding tank to meet the pressure needs of the System;

e. That in the event the domestic water service line is split to provide a separate line to the System, backflow prevention devices will be required to prevent contamination of the domestic water supply;

f. That the Authority cannot guarantee an adequate supply, volume or pressure of water to the System and that the supply of water may not reach the System due to line flushing, line break, air-lock, drought, pumping station system failure, contamination or termination of service by Authority due to non-payment of water bills by Owner.

5. To ensure the binding effect of this Agreement on successors in interest to Owner and Owner's insurers, this Agreement shall be recorded in the Recorder of Deeds office in the county in which the property on which the System will be installed is located.

6. The Authority agrees to provide water to the System 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 water to the System.

7. The terms set forth in this Agreement are intended by the parties as a final expression of their agreement with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement.

8. This Agreement is intended to be a complete and exclusive statement of the terms of the agreement between the parties with respect to the specific subject matter contained herein, and the terms of this Agreement may not be explained or supplemented by evidence of consistent

or inconsistent additional terms.

9. This Agreement may not be amended or modified by any act or conduct of the parties or by oral agreement, unless first reduced to a writing and signed by both of the parties.

10. The individuals who execute this Agreement on behalf of the Authority and Owner, respectively, represent and warrant that the parties signing are all of the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Agreement.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

12. In the event any party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the non-prevailing party, to be fixed by the court in the same action.

13. The "prevailing party" means the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

14. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors, transferees and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

WITNESS(ES): OWNER(S):

_____ _____

_____ _____

EAST COCALICO TOWNSHIP AUTHORITY

By: _____
, (Vice) Chairman

Attest: _____
, (Asst.) Secretary

(Authority Seal)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared _____, who I am satisfied is the person named in the within instrument, and thereupon he/she acknowledged that he/she, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal the day and year aforesaid.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared _____, who I am satisfied is the person named in the within instrument, and thereupon he/she acknowledged that he/she, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal the day and year aforesaid.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20___, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/ herself as _____.

WITNESS my hand and Notarial Seal the day and year aforesaid.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____day of _____, 20___, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared _____, who acknowledged himself to be the (Vice) Chairman of **EAST COCALICO TOWNSHIP AUTHORITY,** a municipal authority created by the Township of East Cocalico of Lancaster County, Pennsylvania, and that he as such (Vice) Chairman being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **EAST COCALICO TOWNSHIP AUTHORITY** by himself as (Vice) Chairman.

WITNESS my hand and Notarial Seal the day and year aforesaid.

_____
Notary Public