THE CONSOLIDATED MUTUAL WATER COMPANY

12700 West 27th Avenue - Lakewood, Colorado 80215

Telephone - (303) 238-0451

RESIDENTIAL FIRE SUPPRESSION SYSTEM AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the date set forth in Exhibit A, by and between:

- **THE CONSOLIDATED MUTUAL WATER COMPANY**, a Colorado Non-Profit Corporation, with offices at 12700 West 27th Avenue, Lakewood, Colorado 80215, hereinafter called "Consolidated," and
- **The Applicant** identified in Exhibit A ("Applicant").

WHEREAS, Applicant is constructing a residential structure, or is reconstructing a residential structure, on a parcel of land, the location of which is identified by the **property address** in Exhibit A and is hereinafter called the "Property." The **legal description** of said Property is more particularly described in Exhibit A; and

WHEREAS, Consolidated provides domestic water service to its stockholders, subject to the terms of its By-Laws, Articles of Incorporation, and Operating Rules and Regulations (collectively, the "Rules"); and

WHEREAS, the Property is within Consolidated's service area and domestic water service will be provided to supply the residence located on the Property. The water service has been assigned the **Tap Number** and **Premise ID** shown in Exhibit A; and

WHEREAS, the governing jurisdiction requires that a residential fire suppression system ("RFSS") be installed to serve the Property in accordance with its adopted building code; and

WHEREAS, the Colorado Department of Public Health and Environment ("CDPHE") requires that an approved backflow prevention assembly be installed on single-family residential water service lines when the property includes a fire suppression system, except in cases where the system is a multi-purpose or passive purge system; and

WHEREAS, Applicant will comply with the governing jurisdiction's requirement for a RFSS and will install the type of RFSS identified in Exhibit A. If the RFSS is identified in Exhibit A as a multi-purpose or passive purge system, the parties acknowledge that a backflow prevention assembly is not applicable under CDPHE requirements. If the RFSS is identified in Exhibit A as a system other than a multi-purpose or passive purge system, Applicant has requested, and Consolidated has approved, a variance from Consolidated's general requirement that residential fire suppression systems be multi-purpose or passive purge systems, and the approved variance request is attached to this Agreement as Exhibit B; and

WHEREAS, Applicant acknowledges that Consolidated is not an agent, contractor, subcontractor, or otherwise legally affiliated with the governing jurisdiction, and that Applicant is solely responsible for compliance with all applicable rules and regulations of such governing authority with respect to fire suppression systems; and

WHEREAS, as a condition of receiving water service, Applicant provided Consolidated with documentation confirming the governing jurisdiction's approval of the fire suppression system design, which approved design specified the **required tap, service line, and meter size** necessary for the fire suppression system to operate properly, as set forth in Exhibit A; and

WHEREAS, when a residential fire suppression system is required, Consolidated permits the service line to be one nominal size larger than the required meter, and the requested sizes shall therefore be supported by **shares of Consolidated capital stock** in the amount shown in Exhibit A; and

WHEREAS, Consolidated is willing to consent to the connection of the fire suppression system upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Construction and Connection at Applicant's Expense. Applicant shall construct and connect the fire suppression system in accordance with the approved design, at Applicant's sole expense and in full compliance with Consolidated's Rules, specifications, and requirements. Applicant acknowledges that such provisions may be amended from time to time without prior notice. Applicant is responsible for ensuring compliance with the most current version of the Rules.

2. No Obligation to Provide Fire Protection. Applicant acknowledges and agrees that Consolidated does not represent or warrant its ability to provide water for fire protection. Consolidated's service is limited to domestic use, and any connection approved hereunder is permitted solely on that basis.

3. Limitation of Liability; Indemnification. Consolidated shall not be liable for the function or failure, operation, or maintenance of the fire suppression system, or for the availability of water to the Property for fire suppression purposes due to nonpayment; nor for the failure or inadequacy of water pressure or supply with respect to the fire suppression system, nor for increased or excessive pressure or surges. Applicant agrees to indemnify, defend, and hold Consolidated harmless from and against any and all claims, damages, liabilities, costs, and expenses arising therefrom.

4. Verification of System Installation. Prior to activation of water service and prior to occupancy of the residence, Applicant shall satisfy the verification requirements applicable to the RFSS type identified in Exhibit A.

(a) Multi-purpose or passive purge system. If Exhibit A identifies the RFSS as a multi-purpose or passive purge system, Applicant shall provide Consolidated with a written statement from the governing jurisdiction confirming that:

(i) the fire suppression system was constructed in accordance with the approved plans; and

(ii) each branch of the suppression system terminates at a regularly used fixture, in accordance with CDPHE requirements.

(b) Other Approved RFSS. If Exhibit A identifies the RFSS as a system other than a multi-purpose or passive purge system, Applicant shall provide Consolidated with the written statement from the governing jurisdiction required under Section 4(a)(i) and, **to the extent**

applicable, Section 4(a)(ii). Activation of water service is further conditioned upon Consolidated's verification that:

(i) the approved backflow prevention assembly is properly installed at the service connection;

(ii) the backflow prevention assembly has been tested and certified by a certified testing agency, and the test results have been received and accepted by Consolidated; and

(iii) the Property has been enrolled in Consolidated's backflow prevention monitoring program and will remain in compliance with that program for as long as Consolidated determines the applicable hazard classification remains in effect.

Applicant shall provide access and any documentation reasonably requested by Consolidated to complete such verification.

5. Service Line Operation and Maintenance. Applicant shall, at its expense, own, operate, and maintain the service line in good condition to prevent water waste or leakage.

6. Suspension or Termination of Service. Applicant acknowledges and agrees that Consolidated may interrupt or suspend water service to the Property for nonpayment of amounts due, or for noncompliance with Consolidated's Rules, including for water waste or leakage. Service shall not be restored until all delinquent amounts have been paid in full and/or the noncompliance has been corrected to Consolidated's satisfaction. In addition to the foregoing, Consolidated may terminate water service to the Property for any reason as set forth in the Rules, or upon any uncured default under this Agreement after providing adequate notice and opportunity to cure such default. Applicant further acknowledges that such suspension or termination of service may occur notwithstanding the presence of, or impact upon, a residential fire suppression system connected to the service line.

7. Compliance with Other Authorities. Applicant shall comply with all rules, regulations, and requirements of any agency or authority having jurisdiction over fire suppression connections and installations. Consolidated shall endeavor to communicate with the governing authority to provide notice of any suspension or termination of service to the Property; provided, however, Consolidated will have no responsibility or liability for ensuring habitability of the Property for its intended purpose or for inspection of the Property for building code violation or other hazards.

8. Notice of Changes. Applicant shall notify Consolidated in writing of any division, change in ownership, enlargement, modification, or change of use of the Property served by the fire suppression system. If such change requires any change to the approved design of the fire suppression system, continued use of the connection shall be subject to Applicant's compliance with Consolidated's then-current Rules and those of any governing authority.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

10. Severability. If any provision of this Agreement is determined to be invalid or unenforceable under Colorado law, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect, and the parties' rights and obligations shall be construed to conform as closely as possible to the parties' original intent.

11. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101 et seq., and agree that this Agreement shall not be denied legal effect solely because it is in electronic form.

12. Notices. Any notice required under this Agreement shall be in writing and delivered personally, by certified mail (return receipt requested), postage prepaid, or by overnight delivery to the addresses set forth above, or to such other address as either party may designate. Notices shall be effective upon delivery, or upon refusal of delivery.

This Agreement shall be binding upon its heirs, successors, and assigns of the Stockholder.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement as of the day and year first above written.

THE CONSOLIDATED MUTUAL WATER COMPANY

(SEAL)

____
President

ATTEST:

____
Secretary

****

____

Subscribed and sworn to me this ____ day of ____________________, 20 ____.

My commission expires on ____.

____
Notary Public

RESIDENTIAL FIRE SUPPRESSION SYSTEM AGREEMENT - EXHIBIT A

Date of Agreement: _____, 20____

Applicant:

{{Applicant Name}} with offices at {{Applicant Address}}, hereinafter called "Applicant."

Property Address:

{{Project address}}

Legal Description:

{{Land}} in the records of the Jefferson County, Colorado, Clerk and Recorder.

Consolidated Tap and Service Information:

Tap # _____

Premise ID # _____

Approved RFSS Design:

The governing jurisdiction's approved design specifies the following tap, service line, and meter sizes:

- A single ____" tap;
- A ____" service line upstream of the meter;
- A ____" meter; and
- A ____" service line downstream of the meter.

Capital Stock Required:

_____ (___) shares of Consolidated capital stock.

Type of RFSS Utilized:

☐ Multi-purpose system ☐ Passive purge system ☐ Other approved RFSS

If Other approved RFSS is selected, identify the specific system type:

_____.

If Other approved RFSS is selected, the approved variance request shall be attached as Exhibit B.

RESIDENTIAL FIRE SUPPRESSION SYSTEM AGREEMENT - EXHIBIT B

APPROVED VARIANCE REQUEST

This Exhibit B applies only if Exhibit A identifies the RFSS as "Other approved RFSS." If Exhibit A identifies the RFSS as a multi-purpose system or passive purge system, this Exhibit B may be omitted or marked "Not Applicable."

Attach Consolidated's approved variance request and any related approval documentation here.