

**APPLICATION FOR PRIVATE FIRE PROTECTION, SERVICE NO. \_\_\_\_\_**

This application is made and entered into upon the last date entered on page 4 herein by:

Owner/Developer:

Project:

hereinafter called the "Applicant," to the Sweetwater Authority, hereinafter called the "Authority."

The Applicant, upon the terms and conditions hereinafter set forth, hereby applies to the Authority for fire protection service through a "[Click here and type SIZE IN INCHES]" - inch service lateral connected to the water main of the Authority on [Click here and type STREET NAME], located between [Click here and type STREET NAME] and [Click here and type STREET NAME], in the [Pick one: Unincorporated Community of Bonita, City of National City, City of Chula Vista], for the purpose of attaching to said service lateral a private fire protection system, hereinafter called the "Fire System."

All fixtures and appurtenances associated with the Fire System are to be located within or upon the premises of the Applicant abutting the street containing the water main of the Authority. The Applicant agrees to be bound by all the terms and conditions of this application. Further terms and conditions upon which this application may be accepted by the Authority are as follows:

FIRST: All private facilities installed by the Applicant, except the fire service lateral and associated meter as defined in the Rates and Rules of the Authority, shall be the sole property of the Applicant. The Authority and its duly authorized agents shall have the right to ingress and egress the premises for all purposes of making such Fire System inspections as it may deem necessary, and it shall have the right to attach any testing device or use any means which it may elect to ascertain the condition of the Fire System and the use made of same.

- SECOND: A backflow prevention device shall be required on said service at such location as may be required for access by the Authority. The Authority shall bear no responsibility, liability, nor assume any cost associated with or arising from, the location, operations, or maintenance of backflow prevention devices and related components. The expense of maintaining the Fire System on the Applicant's premises shall be paid for by the Applicant.
- THIRD: The fire service control valve shall be under the control of the Authority, except during times of fire, when it shall be under the control of the **[Pick one]** National City Fire Department, Chula Vista Fire Department, Bonita-Sunnyside Fire Protection District and the Applicant agrees to obtain approval of this application by said fire department.
- FOURTH: The Applicant agrees the Authority shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise, and that it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.
- FIFTH: The Applicant will furnish to the Authority, and make a part hereof, an accurate sketch showing the pipes, valves, hydrants, tanks, and appurtenances contemplated in this Fire System. Such sketch shall also show any other water supply system, pipelines, and appurtenances, which may exist on the premises. There shall be no connection between such other supply system and pipes connected to the Authority's mains.
- SIXTH: The rights and obligations of the Applicant hereunder shall be further subject at all times to the Rates and Rules and other regulations of the Authority that now exist or which may hereafter be adopted.

- SEVENTH: The applicant agrees to obtain, in advance, the approval of the Authority for any change, alteration, addition, or deduction contemplated in the Fire System and uses herein specified.
- EIGHTH: Upon acceptance by the Authority and the completion of the service connection herein contemplated, this application shall be in force as a contract and shall continue as such until canceled by written notice fifteen (15) days in advance given by the Applicant to the Authority.
- NINTH: The Authority has the right to discontinue or disconnect said service lateral and terminate this application, upon written notice given fifteen (15) days in advance by the Authority to the Applicant, for failure to pay any bill when due, or for any violation of any of the terms and conditions of this application, or for any violation of its Rates and Rules, and in emergencies also has the right without notice to shut off all or any part of its facilities and discontinue the service when deemed necessary by the Authority for the purpose of making any repairs, alterations, additions, or to prevent possible contamination through cross-connected facilities of the Applicant or to prevent negligent or willful waste of water through the facilities of the Applicant.
- TENTH: The Authority shall provide written notice of any discontinuance or termination of said service to the appropriate fire agency at least fifteen (15) days prior to said discontinuance or termination, unless said discontinuance is required by reason of an emergency as described in the ninth condition above.
- ELEVENTH: The Authority shall not be responsible for damage caused by lack of fire protection, including fire sprinkler operation due to the Authority's discontinuance of water service.
- TWELFTH The acceptance of this application by the Authority must be evidenced by execution by its Management before same becomes effective as a contract.

IN WITNESS WHEREOF the Applicant has executed this application the day and year first above written.

APPLICANT:

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Print Name

APPROVED:

**[\*\*Click here and type Fire Agency\*\*]**

By \_\_\_\_\_ Date \_\_\_\_\_  
Fire Marshal - Signature

By \_\_\_\_\_  
Print Name

IN WITNESS WHEREOF, the Authority hereby accepts the foregoing Application this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Sweetwater Authority:

By \_\_\_\_\_  
Management