



**WATER DISTRICT NO. 7, JOHNSON COUNTY, KS  
FIRE LINE CONNECTION AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (referred to herein as “Customer”), and **Rural Water District No. 7, Johnson County, Kansas**, (referred to herein as "the District").

**WHEREAS**, Customer wishes to have a water line installed for the purpose of supplying water to a fire suppression system on Customer’s property (hereinafter “Property”), the legal description of which is:

*(Insert Legal Description)*

**WHEREAS**, the above-named water line (hereinafter “Fire Line”) shall connect to and extend from the District’s water main near Customer’s Property to Customer’s fire suppression system located on Customer’s Property; and

**WHEREAS**, Customer previously submitted to the District, an Application for Fire Line Connection and such Application has been approved by the District, subject to Customer signing this Agreement; and

**WHEREAS**, the District and Customer wish to set forth the terms and conditions under which the District will allow the installation of the Fire Line, the terms and conditions under which the Fire Line will be maintained and other terms and conditions relating to the Fire Line.

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, they do hereby agree as follows:

1. Upon the signing of this Agreement, Customer will submit drawings by licensed engineer for the fire line approval by the District.
2. After approval of design drawings by the District, the Customer will install or cause to be installed, and pay for, a connection to the District’s water main named above, a shut-off valve, a back flow prevention device, a pressure control device and a meter (if required by the District) at the connection point. (The foregoing items shall hereinafter collectively be referred to as the “Appurtenances.”) The District may determine, in its sole discretion, whether a meter will be required at the connection point. Such determination may be made either before or after initial connection to the District’s main line.

3. In addition, Customer will install or cause to be installed, and pay for, the Fire Line. The Fire Line will connect to Customer's fire suppression system in accordance with all District Policies, Rules and Regulations and Bylaws. Construction and installation of the Appurtenances and Fire Line will be performed by a contractor of Customer's choosing. The District may, however, inspect any and all phases of such installation and related construction. Customer and its contractor will construct and install the Appurtenances and Fire Line in conformity with the design drawings submitted with this agreement and/or any revisions or conditions made or required by the District. Customer will notify the District of the time the Fire Line will be connected to the District's main line by the Customer's contractor and Customer's contractor will not make such connection unless and until a District representative is on-site to witness such connection being made. Customer will not use the Fire Line until final approval of the construction and installation has been given by the District.

4. Following the construction and installation of the Appurtenances and the connection of the Fire Line and upon final approval by the District of installation, construction and connection, the Fire Line shall become the property of the Customer. At such time, all Appurtenances except any meter installed, shall become the property of the Customer. Any meter installed shall become the property of the District.

5. The District shall have the right to inspect the Fire Line at any time after construction. Customer may not at any time operate or configure the Fire Line in any manner that would impair the integrity of the District's water supply system or the quality of the water in the District's water supply system. Neither auxiliary nor booster pumps will be placed on the Fire Line either during or after construction of the Fire Line. Provided, however, that pumps may be used to pump from a holding tank if the design of that system has been approved by the District. Customer may not alter, extend, or change the flow rate or capacity of the Fire Line without written approval from the District. All water supplied by the District to the Fire Line will be used only for the purpose of fire suppression.

6. Customer will operate its fire suppression system, its water system and the Fire Line in conformity with the District's Cross Connection Control Policy and will install and properly maintain and operate all devices required by that Policy, as amended from time to time. Customer will also operate its water system and Fire Line in conformity with the District's Fire Line Connection Policy, as amended from time to time. In the event of a conflict between the provisions of the Fire Line Connection Policy and this Agreement, the terms of the Fire Line Connection Policy shall control.

7. Customer shall maintain the Fire Line and shall keep the Fire Line in a good state of repair at Customer's sole cost and expense. Customer shall perform any necessary maintenance procedures and repairs within a reasonable time after it knows of or should have known of the need for such procedures or repairs. In the event of a leak occurring in the Fire Line, a reasonable time shall be deemed to be immediately.

8. In the event Customer does not maintain and/or keep the Fire Line in a good state of repair as set forth above or operate the Fire Line in conformity with the District's Cross Connection Control Policy, the District may so notify Customer. If Customer does not correct any deficiencies contained in the District's notification within a time period which is reasonable under the circumstances, (as

determined by the District in its sole discretion), the District may maintain and/or repair the Fire Line and/or cause the Fire Line to be operated in conformity with the District's Cross Connection Control Policy. In that event, Customer shall reimburse the District for its reasonable costs and expenses incurred for such maintenance, repair and/or efforts to bring about compliance. Customer shall make such reimbursement within 10 days after receiving written notice from the District of the District's reasonable costs and expenses incurred for such maintenance, repair and/or efforts to bring about compliance.

9. The District makes no promise or guarantee as to the adequacy of water available to Customer for fire protection and the District assumes no liability for any failure of service or failure to provide adequate or sufficient water, water pressure or fire protection. Customer will hold the District harmless from and will indemnify the District for any claims, causes of action, damages or liability to persons or property arising from the following: a) Customer's maintenance and/or repair of any Fire Line; b) repairs or maintenance performed by the District under Section 7, above, due to Customer's failure to maintain and/or keep the Fire Line in a good state of repair or operate the Fire Line in conformity with the District's Cross Connection Control Policy; and c) failure of service or failure by the District to provide adequate or sufficient water, water pressure or fire protection.

10. In the event that usage from this fire line as determined by the meter exceeds \_\_\_\_\_ (that determined by the district to be substantially in excess of the usage reasonably expected for a line of this type) for \_\_\_\_\_ consecutive months, the district reserves the right to re-evaluate the customer's use of that line and to assess an oversize meter charge proportionate to the customer's use. Failure to pay that oversize meter charge within \_\_\_\_\_ days of notice thereof being made to customer by the district shall be cause for discontinuance of service to the meter.

11. Customer will pay the District for Fire Line services, the amounts and/or rates set forth in the District's rate schedules as amended from time to time.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

13. This Agreement may be amended only in writing, signed by the parties, in the same formality as this Agreement.

14. In the event any provision of the Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

IN WITNESS WHEREOF, the parties have signed their names as of the day and year first above written.

**WATER DISTRICT NO.7**

**CUSTOMER**

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**BY: CHAIRMAN**

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**SIGNATURE**

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**ATTEST: SECRETARY**

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**PRINTED NAME/TITLE**