

APPLICATION FOR FIRE SERVICE

This Application made in triplicate this _____ day of _____, 19_____, by

(applicant) (address)
hereinafter called the "Applicant", to the Nantucket Water Commission through the Wannacomet Water Company, hereinafter called the "Water Company"

The Applicant, upon the terms and conditions hereinafter set forth, hereby applies to the Water Company for a _____ inch fire service pipe, to service property located at _____, as shown on the Town of Nantucket Tax Map _____, and Parcel _____. The purpose of attaching to said service pipe the following fixtures and openings:

all of which fixtures and openings to be located within or upon the premises of the Applicant abutting the street on which the said main of the Water Company is located.

In consideration for which the Applicant agrees to be bound by all the terms and conditions of this application, and to pay the Water Company for service at the schedule of rates in effect from time to time during the rendition of such service.

TERMS AND CONDITIONS

FIRST: That the Water Company, by its representatives, shall have the right to enter the premises of the Applicant at any reasonable time for the purpose of making such 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 pipe and appurtenances and the uses made of same.

SECOND; That the service connection from the street main to the (curb) (property) line shall be installed at the expense of the applicant and maintained by Wannacomet Water Company.

THIRD; That a detector device may be required on said service at such location as may be determined by the Water Company. Such detector device shall be installed and maintained by and at the expense of the applicant, all other pipe fixtures and appurtenances shall be constructed and maintained in good condition by and at the expense of the Applicant.

FOURTH; That the service control valve shall be under the control of the Water Company, except during times of fire, when it shall be under the control of the Chief of the Fire Department of said Town of Nantucket and the Applicant agrees to obtain approval of said Chief of his application.

FIFTH; That all fixtures and openings (other than control valves) shall be kept closed and sealed, and not open or used except during times of fire.

SIXTH; That the extent of the rights of the Applicant under this application is to receive, but only at times of fire on said premises, such supply of water as shall then be available and no other or greater. That the Applicant agrees the Water company 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.

SEVENTH; That this application does not contemplate use of fixtures other than herein stated. If a supply of water for use other than extinguishment of fire is desired by the Applicant, then same shall be taken only through a service pipe separately connected with the street main of the Water Company and not connected directly or indirectly with the service pipe contemplated by this application. Any waste of water or use of water for purposed other than the extinguishment of fire through this connection shall be deemed a violation of the terms and conditions of this application and the rules and regulations of the Water Company.

EIGHTH; That the Applicant shall furnish, attach and make a part thereof, an accurate sketch showing the pipes, valves, hydrants, tank, openings, and appurtenances contemplated in this application. Such sketch must also show any other water supply system and pipe lines and appurtenances which may exist on the premises. There shall be no connection between such other supply and pipes connected to the Water Company's mains.

NINTH: That the rights and obligations of the Applicant hereunder shall be further subject at all times to the rates, rules and regulations of the Water Company that now exist or which may hereafter be adopted.

TENTH; That the Applicant agrees to obtain in advance the approval of the Water Company for any change, alteration, addition or deduction contemplated in the fixtures, openings and uses herein specified.

ELEVENTH; That upon acceptance by the Water Company and the completion of the service connection herein contemplated, this application shall be in force as a contract and shall continue as such until cancelled by written notice fifteen days in advance given by the Applicant to the Water Company.

TWELFTH; That the Water Company has the right to discontinue or disconnect said service pipe and terminate this application, upon written notice given fifteen days in advance by the Water Company 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 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 Water Company 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 wilful waste of water through the facilities of the Applicant.

THIRTEENTH; This application becomes effective upon its exceptance by the Water Company.

APPLICANT; The undersigned, or his duly authorized representative, hereby accepts these terms and conditions.

Date

FIRE CHIEF; The undersigned, or his assignee or duly authorized representative, hereby accepts this application.

Date

WATER COMPANY; The Manager of the Water Company, or his duly authorized representative, hereby accepts this application.

Date