



PRIVATE FIRE HYDRANT RESPONSIBILITY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between

as "OWNER") and the CITY OF CAPE CORAL, FLORIDA (hereinafter referred to as "CITY").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

OWNER acknowledges that he/she has installed, or intends to install, and owns a fire hydrant(s) outside of CITY right-of-way and/or easement located at his/her property described as:

UNIT _____, BLOCK _____, LOT _____, PLAT _____, PAGE _____

Or

Lec

Legal (further described as exhibit A and attached hereto)

and further acknowledges that such installation shall be accomplished

Codes and City Utility procedures. OWNER agrees to be fully responsible for the operating condition and to inspect and maintain said fire hydrant(s) on an annual basis.

timely fashion following each inspection.

OWNER agrees to indemnify and hold CITY, its officers, employees and agents, harmless from any and all claims for injuries and damages to persons and property, both real and personal that may be brought against CITY as a result of any operational deficiencies or defects in the fire hydrants(s) located on OWNER'S property.

This agreement shall be binding on OWNER and his or her representative, heirs, assigns, and any purchasers of OWNER'S property.

Signature of owner or authorized representative

Date

Typed or printed name and Title

(Signature of Person taking acknowledgment)

(Name typed, printed, or stamped)

(Title or rank)

(Serial number, if any)