

Well Water to Union County Water Addendum, Waiver, and Release

In an effort to expedite the availability of water while transitioning from a well to public water service, I, the undersigned responsible agent, acknowledge and agree that water service with Union County Water shall be initiated, at the subject property owner's request, upon water service application completion, payment of any required fees or deposits, proper permitting, and compliance with Union County Water and Union County Building Code Enforcement policies and procedures, as well as applicable law. I understand that water service is being provided, at the property owner's request, prior to completion of all required inspection(s) of the associated private water infrastructure for compliance under the NC Plumbing Code by Union County Building Code Enforcement.

A request for inspection of the private water infrastructure shall be made to Union County Building Code Enforcement within twenty four hours of meter set for the water service connection. If the initial inspection does not pass, all issues and violations identified must be corrected and a passing inspection received within ten (10) days of the failed inspection. **I further acknowledge and agree that failure to follow this time line will give Union County Water the ability to disconnect water service without further notice until such time that all required inspections from Union County Building Code Enforcement have been passed.**

As such, in consideration of this request for water service, I knowingly and freely waive, release, and discharge Union County and Union County Water and Sewer District ("UCWSD"), and their agents, officers, and employees of and from any and all claims, damages, demands, costs, liability, and causes of action whatsoever that may arise as a result of the connection to, or provision of, water service being provided by Union County or UCWSD prior to completion and passing of all inspections by Union County Building Code Enforcement to the private water infrastructure, including, but not limited to, any claims, causes of action, liabilities, damages, demands, and costs related to loss of, or injury to, my person or property. I further agree to protect, defend, indemnify, and hold harmless Union County and UCWSD, their agents, officers, and employees from and against all losses, professional fees, costs, damages, and other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, and causes of action of every kind in connection with, or arising out of, the connection to, or provision of, water service being provided by Union County or UCWSD prior to completion and passing of all inspections by Union County Building Code Enforcement related to the private water infrastructure that are due, in whole or in part, to my negligence or the negligence of my agents. This waiver and release shall inure to the benefit of Union County and UCWSD, and shall bind me, along with my heirs, legal representatives, assigns, and successors in interest.

I HAVE READ THIS ADDENDUM, WAIVER, AND RELEASE AND FULLY UNDERSTAND AND AGREE TO ITS TERMS.

Responsible Agent or Owner Signature: _____

Responsible Agent or Owner Printed Name: _____

Subject Property Address: _____

Date: _____