

WBS # _____

APPLICATION FOR PRIVATE FIRE SERVICE

This Application made in triplicate this ____ day of _____, _____, by _____ (a _____ of the State of _____), hereinafter called the "Applicant," to Illinois-American Water Company, a corporation of the State of Illinois, hereinafter called the "Company."

The Applicant, upon the terms and conditions hereinafter set forth, hereby applies to the Company for private fire service consisting of a _____ inch Service Pipe at _____ in the _____ of _____ (the "Premises") for the purpose of attaching to said service pipe the following fixtures: _____

all of which are to be located within or upon the premises of the Applicant.

Applicant agrees to be bound by all the terms and conditions of this Application and of the Company's Rules, Regulations and Conditions of Water Service as they presently exist, or as they may hereafter be modified, altered or changed from time to time, and to pay the Company for the private fire service applied for herein at the schedule of rates and charges in effect from time to time during the rendition of such service.

The further terms and conditions which are binding upon acceptance of this Application by the Company are as follows:

FIRST: A copy of this Application shall be submitted by Applicant to the fire department and division of plumbing having jurisdiction of the Premises to be served; and the Applicant shall provide to the Company, contemporaneously with submission of this Application to the Company, written evidence of such submission.

SECOND: The entire private fire protection service system on Applicant's premises shall be subject to the inspection, test and approval of the Company, and the Company 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 to attach any testing device or use any means which it may elect to ascertain the condition of the Service Pipe and appurtenances and the uses made of same.

THIRD: The Service Pipe and connection, which includes the tapping sleeve, valve and valve box, from the Company Distribution Main to the property line shall be installed and maintained by the Customer at his/her cost and expense, subject to the approval and inspection of the Company.

FOURTH: A shut-off valve of a design approved by the Company shall be installed on said Service Pipe at or near the supplying Distribution Main, at a location

specified or approved by the Company, and for its use. Such valve shall be installed and maintained by and at the cost and expense of the Applicant.

FIFTH: A fire line meter or detector device approved by both the Company and the fire underwriters who insure the Premises shall be installed on the service line at a location approved by the Company. Such meter or device shall be installed by a licensed plumber, in accordance with Company specifications. The meter or device shall be maintained by and at the sole cost and expense of the Applicant, but subject to the inspection and approval of the Company; except that, if a detector device is utilized which requires a by-pass meter, the by-pass meter (and only the by-pass meter) shall be furnished, installed, and maintained by the Company, at its sole cost and expense.

SIXTH: Any vault which may be constructed to house the fire line meter or detector device, and related valves and fittings, shall be constructed and maintained by a licensed plumber, in accordance with Company specifications and at the expense of the Applicant, but subject to the prior approval and inspection of the Company.

SEVENTH: All hydrants and other fixtures connected to the private fire protection service system shall be kept closed and sealed, and not opened or used except during times of fire or testing. Upon extinguishment of each fire or following each test, the Applicant shall immediately close such fixtures and notify the Company, so that they may be sealed. Whenever a private fire protection service system is to be tested, the Applicant shall notify the Company at least one (1) week in advance of such proposed test, requesting approval of the day and hour on which such test is to be made.

EIGHTH: No anti-freeze or other chemical or agent shall be introduced in sprinkling systems or in any pipe, fixture, appurtenance, or other portion of the Applicant's private fire protection service system, unless prior written approval has been received from the Company.

NINTH: The Applicant understands and agrees that the extent of the rights of the Applicant under this Application is to receive, but only at times of fire on the Premises, such supply of water as shall then be available and no other or greater quantity. The Applicant further acknowledges and agrees that the Company shall not be considered in any way or 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 the Company 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.

TENTH: This Application does not contemplate uses of fixtures other than those herein stated. Any waste of water or use of water through this connection for purposes other than testing or the extinguishment of fire shall be deemed breach of this Agreement and a violation of the Rules, Regulations, and Conditions of Water Service of the Company. No pipe, fixtures, or appurtenances connected with the private fire protection

service served by this Application shall be connected with any pipe, fixture, or appurtenance supplied with water from any other source.

ELEVENTH: If private fire hydrants are included as part of this Application, they shall be painted any color other than that adopted, from time to time, by the Company for public fire hydrants.

TWELFTH: The Applicant shall furnish, attach, and make a part hereof three (3) complete sets of plans showing the pipes, pumps, valves, hydrants, sprinkler systems, hosing outlets, back-flow prevention devices, and all connections, standpipes, tanks, pumps, and other openings and appurtenances contemplated on this Application, along with a completed data sheet in the form attached hereto as Exhibit A. All plans shall be drawn in accordance with accepted engineering drawing standards and principles and the fire protection system so drawn shall conform to all applicable local, state, and national plumbing and fire protection codes. All plans shall include the seal and signature of a Professional Engineer licensed in the State of Illinois or the signature of a graduate of the National Institute for Certification in Engineering Technology with a minimum level III certification, whose seal and signature (signature only for NICET) shall certify to conformance with such plumbing and fire protection codes. NICET signatures shall include the NICET certification number and level of certification. All plans must also show any other water supply system, pipelines, appurtenances, and/or cross-connections which may exist on the Premises. Such Engineer or NICET graduate shall also furnish a statement, with supporting calculations based on fire flow test data provided by the Company, that the proposed fire protection system includes a fail-safe cut-off switch or similar device within such system which will not allow the pressure in the Company mains to be reduced below 20 psi at any time during the operation or testing of the fire protection system.

THIRTEENTH: The Applicant agrees to obtain, in advance, the approval of the Company for any change, alteration, addition, or deduction contemplated in the pipes, fixtures, openings, appurtenances, and uses herein specified.

FOURTEENTH: The Company has the right to discontinue or disconnect the Service Pipe herein applied for, and to terminate service under this Agreement, upon written notice personally delivered five (5) days in advance by the Company or delivered eight (8) days in advance by United States mail to the Applicant, for failure to pay any bill when due, or for violation of any terms and conditions of this Agreement, or for any violation of its Rules, Regulations, and Conditions of Water Service; and it also has the right to shut off all or any part of its facilities and discontinue the service without notice when deemed necessary by the Company (i) in emergencies; (ii) for the purpose of making any repairs, alterations, or additions to the Company's system; (iii) to prevent possible contamination through cross-connected facilities of the Applicant; (iv) to prevent negligent or willful waste of water through the facilities of the Applicant; or (v) where fraudulent use of water has been detected.

FIFTEENTH: Upon acceptance of this Application by the Company and the completion of the installation of the Service Pipe applied for, this Application shall be in full force and effect as a contract and shall continue as such until canceled by written notice given thirty (30) days in advance by the Applicant to the Company, except as otherwise provided in numbered paragraph Fourteenth above.

IN WITNESS WHEREOF the Applicant has executed this Application on the date first above written.

APPLICANT

WITNESS:

_____ (Type or print name)
By: _____
Its: _____

APPROVED this _____ day of _____, _____.

CITY/VILLAGE of _____

WITNESS:

_____ (Type or print name)
By: _____
Its: _____ Chief of Fire Department

IN WITNESS WHEREOF, the Company hereby accepts the foregoing Application this _____ day _____.

WITNESS:

**ILLINOIS-AMERICAN
WATER COMPANY**

_____ By: _____