

APPENDIX "B"

AGREEMENT AND INDEMNIFICATION

THIS AGREEMENT made this _____ day of _____, 20____,
between the HOUTZDALE MUNICIPAL AUTHORITY, a municipality authority organized under the laws of
the Commonwealth of Pennsylvania, with its principal place of business located at P. O. Box 97,561 Kirk Street
Houtzdale, Clearfield County, PA 16651, hereinafter referred to as "HMA",

AND

_____, of _____
_____, hereinafter
referred to as "Owner".

AND

_____, of _____
_____, hereinafter
referred to as "Purchaser/Tenant".

WHEREAS, HMA is a municipality authority which provides water service to residents of the various
Boroughs and Townships throughout the greater Houtzdale area; and

WHEREAS, under certain circumstances, HMA has agreed to permit Owners of real estate who have
entered into Installment Land Sale Agreements with Purchasers or who have entered into long-term Leases (for
a term of five or more years) with Tenants to direct all billing of the water accounts to the Owner in care of the
Purchaser/Tenant at the billing address of the Purchaser/Tenant; and

WHEREAS, all of the parties hereto understand and agree that the Owner shall be ultimately
responsible for any unpaid balances accumulated on the account and for compliance with all obligations of
Owners as set forth in the Authority's Rates, Rules and Regulations in the event that the agreement/lease
between the Owner and the Purchaser/Tenant is terminated for any reason, or should the Purchaser/Tenant
otherwise fail to meet their obligations with respect to water service to the premises, including the failure to pay

the account in a timely fashion; and

WHEREAS, the Owner agrees to pay all charges and fees accumulated on the said account imposed by HMA, including water charges, interest, costs or other incidental expenses incurred in any process required by HMA to collect the account, terminate or temporarily suspend water service to the premises due to the delinquency of the accounts, if the same should occur; and

WHEREAS, the Owner herein has entered into an installment agreement of sale with Purchaser or a long-term Lease with Tenant, with respect to certain premises served by HMA, a copy of said Agreement being attached hereto as Exhibit "A", and

WHEREAS, the parties hereto wish to reduce this Agreement to writing and to specify the terms and conditions of their obligations and responsibilities.

Now therefore, intending to be legally bound hereby, the parties do agree as follows:

1. The Owner does hereby request and authorize that HMA direct all billing on the herein reference water account to the owner in care of Purchaser/Tenant at

2. The Owner understands and agrees that the Owner shall be responsible for all obligations in connection with said water service at the premises and agrees to pay any unpaid balances accumulated on the account in the event that the account between the Owner and the Purchaser/Tenant may be terminated or should the Purchaser/Tenant otherwise fail to meet their obligation to pay the account in a timely fashion.

4. Owner further agrees to pay all charges and fees assessed or imposed by I-IMA, including, but not limited to, any water bill, interest, costs, or collection fees incurred in any process required by HMA to collect the account, terminate or temporarily suspend water service to the delinquent account, if the same should become necessary.

5. The Owner agrees that all additional mailings shall be directed to the Owner should it be necessary to contact the said Owner at the following address:

Owner agrees to immediately notify I-IMA if said address should change.

6. The said Owner and Purchaser/Tenant do hereby agree to indemnify and save harmless HMA from any and all liability associated with the delivery and/or supply of water services to the residence.

7. The Owner and Purchaser do agree to promptly notify I-IMA of any changes in the purchase agreement or lease entered into between Owner and Purchaser/Tenant including, but not limited to, changes of conditions specified in the Agreement/Lease attached hereto and/or any addendums to that Agreement/Lease.

8. HMA shall in no way be bound to guarantee the quality and/or quantity of the water provided to the Owner and/or Purchaser/Tenant of these premises.

9. The parties further agree that this written instrument shall be the entire agreement between the parties and shall not be altered unless done so in writing and executed by all parties hereto.

10. Time is of the essence in this Agreement.

11. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

HOUTZDALE MUNICIPAL AUTHORITY

OWNER:

By: _____

Title: _____

PURCHASER/TENANT

Acknowledgement for HMA

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF _____

On this. _____ day of _____, 20 ____, before me, the undersigned officer, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

_____ N.P.

Acknowledgement for Owner(s)

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF _____

On this. _____ day of _____, 20 ____, before me, the undersigned officer, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

_____ N.P.

Acknowledgement for Purchaser(s)/Tenant(s)

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF _____

On this. _____ day of _____, 20 ____, before me, the undersigned officer, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

_____ N.P.