

WATER USER AGREEMENT

This agreement entered into between the MARSHALL COUNTY WATER ASSOCIATION, INC. a nonprofit corporation, hereinafter called the "Association," and \_\_\_\_\_ member(s) of the Association, hereinafter called the "Member,"

WITNESSETH

Whereas, the Member desires to purchase water from the Association and to enter into a water user's agreement as required by the Bylaws of the Association.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Association shall furnish, subject to the limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's occupancy of the following described property:

- Legal property address: \_\_\_\_\_

The member does hereby agree and by these presents does hereby join the Association's and agrees to pay a Tap Fee of \$1005.00 plus a \$20.00 membership fee. This fee is non-refundable, and subject to changes from time to time as deemed necessary by the Board of Directors. If the Association is currently providing water service to this property, a \$60.00 non-refundable transfer fee, which includes a \$20.00 new membership fee is required at time of new ownership. A second Tap Fee will not be required.

Upon payment of the above fee, the Association shall install at the Association's expense a water meter, a cutoff valve and a service line, which shall begin at the water main, line and extend to the property line. The Association shall have the exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the Association at the nearest place of desired use, subject to the Association's discretion, provided the Association has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Member agrees to grant the Association, its successors and assigns, a perpetual easement in, over, under and upon the above-described land, with the right to erect, construct, install, and lay, and therefore use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above-described lands.

The Member shall install and maintain at the member's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect to the Association's water meter. The Member also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved back-flow device if required.

The Member agrees to comply with and be bound by the Articles, Bylaws, Rules, and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Member also agrees to pay for water at such rates, time, and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the Association's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

The Member agrees that no other present or future source of water will be connected to any water lines serviced by the Association's waterlines and will disconnect from the present water supply Prior to connecting to and switching to the Association's system and shall eliminate their present of future cross-connection in the member's system.

Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

In the event that the Member shall not connect, or use the water from the Association and refuses to pay the minimum bill the Association has the right to remove its water placed for the member's use. Reinstallation of the Member's water meter will cost \$1005.00 or the actual installation cost, whichever is greater. \_\_\_\_\_

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment within ten days from the due date will be subject to a penalty of ten percent of the delinquent account balance. \_\_\_\_\_
2. Nonpayment within thirty days from the due date will result in the water being shut off from the members property. \_\_\_\_\_
3. In the event it becomes necessary for the association to shut off the water from a member's property a reconnection fee shall be charged to the member, together with the payment of all monies owed the association. \_\_\_\_\_
4. The applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal. \_\_\_\_\_

IN WITNESS WHEREOF, we have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

MARSHALL COUNT WATER ASSOCIATION, INC.

Member \_\_\_\_\_

Manager \_\_\_\_\_