

ACCOUNT # \_\_\_\_\_  
TAP # 0 \_\_\_\_\_

## WATER USERS AGREEMENT

This agreement entered into between the Little Hocking Water Association, Inc., a nonprofit corporation /a public body, hereinafter called the "Association," and

\_\_\_\_\_ and \_\_\_\_\_ member (s)/ water user (s)  
of the Association, hereinafter called "Customer".

Phone # \_\_\_\_\_ Transferred from: \_\_\_\_\_

Service: \_\_\_\_\_ Owner: \_\_\_\_\_

Mailing: \_\_\_\_\_

### WITNESSETH

Whereas, the Association is owner and operator of a water utility which is organized pursuant to the Articles of Incorporation.

Whereas, the Customer desires to purchase water from the Association and to enter into a water users agreement as required by the Bylaws and/or Rules and Regulations 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/or Rules and Regulations now in force or as hereafter amended, such quantity of water as Customer may desire in connection with Customer's occupancy of the following described property:

#### DESCRIPTION:

The Customer agrees to grant the Association, its successors and assigns, a perpetual easement (Form RD 442-20) in, over, under and upon the above-described land, with the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Customer for the purpose of ingress to and egress from the above described lands.

The Customer shall install and maintain at the Customer's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The Customer shall also install and maintain an individual pressure reducing valve (IPRV) and other appurtenances, as required by the Association. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Customer, provided the Association has determined in advanced that the system has sufficient capacity to permit delivery of water at that point.

The Customer agrees to comply with and be bound by the Articles, Bylaws and/or Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Customer 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/or Regulations, or which may be hereafter adopted and imposed by the Association.

The Customer agrees to pay a deposit in the amount of \$ \_\_\_\_\_.

In the event service to the Customer is terminated, either voluntarily by the Customer, or by the Association for cause, the deposit shall be held and applied by the Association to any unpaid balance then owing on the Customer's account. Should the account be fully paid at the time of termination of service to the Customer, the deposit shall be refunded by the Association within a reasonable time thereafter.

The Association shall purchase and install a water meter at each service. The Association shall have exclusive right to use such water meter.

The Association shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Customers in the event of a water shortage; and may shut off water to a Customer who allows a connection or extension to be made of the Customer's service line for the purpose of supplying water to another property. In the event the total water supply shall be insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the Association may prorate the water available among the various Customers on such basis as is deemed equitable by the governing board, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Customers and require adherence thereto or prohibit the use of water for garden purposes; provided that if at any time the total water supply shall be insufficient to meet all of the needs of all of the Customers, the Association must first satisfy all of the needs of all Customers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Customers for both domestic and livestock purposes before supplying any water for garden purposes.

The Customer agrees that no other present or future source of water will be connected to any waterlines served 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 or future cross-connections in the Customer's system.

The Customer shall connect the service lines to the Association's distribution system and shall commence to and to continuously use water from the system on the date the water is made available to the Customer by the Association. Water charges to the Customer shall commence on the date service is made available, regardless of whether the Customer connects to the system.

In the event the Customer shall breach this contract either 1) by refusing or failing to connect a service line to the Association's distribution system as set forth above, or 2) by refusing or failing to pay consecutive monthly water bills, until accrued total paid reaches at least \$1,000.00, the Customer agrees to pay the Association a lump sum of the difference between the accrued total paid and One Thousand Dollars (\$1,000.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Customer in either of the respects set forth above would be difficult, if not impossible, to improve the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

In the event that water service cannot be made available by the Association to the Customer for reasonable cause, the Association shall have the right to terminate this agreement by delivering written notice to the Customer at the earlier described property.

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

1. Nonpayment by the due date will be subject to a penalty of ten percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the Customer's property.
3. In the event it becomes necessary for the Association to shut off the water from a Customer's property, a fee set forth by the corporation in its rate schedule will be charged for a reconnection of the service.

This agreement is binding and shall inure to the benefit of the heirs, executors and assigns of the parties.

IN WITNESS WHEREOF, we have executed this agreement on this date:

(SEAL)

ATTEST: BY:

\_\_\_\_\_  
LITTLE HOCKING WATER ASSOCIATION, INC.

(Name of Association)

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Witness