Account #_____

Big Sandy Water District
Water User's Agreement

This Agreement entered into between _____whose address is:

_____party of the FIRST PART, and the Big Sandy Water District, 18200 State Rt. 3, Catlettsburg, KY; party of the SECOND PART.

Whereas, the party of the FIRST PART desires to purchase water from the party of the SECOND PART, the party of the FIRST PART enters into this Water User's Agreement as required by the Bylaws of the party of the SECOND PART.

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 party of the SECOND PART shall furnish subject to the limitations set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water as the party of the FIRST PART may desire in connection with property to be served by this Agreement the property to be served is a RESIDENCE OR MOBILE HOME, ETC.

The party of the FIRST PART shall install and maintain at its own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The party of the FIRST PART shall also install a shutoff valve and a pressure reducing valve (PRV). The location of the water meter on the property will be determined by the party of the SECOND PART. The party of the SECOND PART shall purchase and install a cutoff valve and a water meter. The party of the SECOND PART shall have exclusive rights to use such cutoff valve and meter.

The party of the FIRST PART shall connect his service lines to the water distribution system and shall commence to use water from the system on the date the water is available to the party of the FIRST PART. WATER CHARGES TO THE PARTY OF THE FIRST PART WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE PARTY OF THE SECOND PART, REGARDLESS OF WHETHER THE PARTY OF THE FIRST PART IS CONNECTED TO THE SYSTEM.

The party of the FIRST PART agrees to pay a tap fee of $ _____. A security deposit of $_____ is required at the time of signing. Connect fee $_____ if applicable. The party of the FIRST PART will pay on demand $_____. If the water system is constructed, but if the property covered by this Agreement is not reached by the party of the SECOND PART'S water line, the connection fee will be fully refunded to the party of the FIRST PART. Construction of water lines to serve the property covered under this Agreement depends upon feasibility, availability of funds for construction and approval of all local, State, and Federal agencies having jurisdiction over this type of facility. THE PARTY OF THE SECOND PART DOES NOT GUARANTEE WATER SERVICE TO THE PARTY OF THE FIRST PART.

A deposit of $50.00 is to insure payment of monthly water bills and penalties on delinquent water accounts.

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

In the event the party of the FIRST PART shall breach this Agreement by refusing or failing, without just cause, to connect his service line to the party of the SECOND PARTY'S distribution system as set forth above, the party of the FIRST PART agrees to pay the party of the SECOND PART FOUR HUNDRED DOLLARS ($400.00) in monthly payments or in one lump sum 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 party of the FIRST PART in either of the respects set forth above would cause serious and substantial damages to the party of the SECOND PART, and it would be difficult, if not impossible to prove 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.

The party of the SECOND PART shall determine the allocation of water to the party of the FIRST PART in the event of a water shortage; and may shut off water to the party of the FIRST PART if he allows a connection or extension to be made of his service line for the purpose of supplying water to another party. In the event the total water supply shall be insufficient to meet all of the needs of the users, or in the event there is a shortage of water, the party of the SECOND PART may pro-rate the water available among the various users on such basis as is deemed equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient to meet all of the needs of all the users, the party of the SECOND PART must first satisfy all of the needs of all users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all users for both domestic and livestock purposes before supplying any water for garden purposes.

The party of the FIRST PART agrees that no present or future source of water will be connected to any water lines served by the party of the SECOND PART'S water lines and will disconnect from his present water supply prior to connecting to and switching to the party of the SECOND PART'S system and shall eliminate their present and future cross-connections in his system.

The failure of the party of the FIRST PART to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment by due date will be subject to a penalty of ten percent (10%) of the delinquent account.
2. Nonpayment within forty days from the due date will result in the water being shut off from the party of the FIRST PART'S property.
3. In the event it becomes necessary for the party of the SECOND PART to shut off the water from the party of the FIRST PART'S property, a fee of $30.00 will be charged for reconnection of the service.

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It is understood and agreed that the party of the SECOND PART reserves the right to determine the size of the service connection to be used to supply water to the party of the FIRST PART. A 5/8" x 3/4" meter will be used unless the party of the FIRST PART contracts for a larger meter. A separate meter must be installed for each residence. A separate contract will be used by trailer parts when trailers are not supplied by individual meters.

The party of the FIRST PART agrees to grant to the party of the SECOND PART, its successors and assigns, a perpetual easement in, over, under, and upon land owned by the party of the FIRST PART with the right to erect, construct, install, and 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 party of the SECOND PART for the purpose of ingress to and egress from said lands.

In witness where of we have executed this Agreement this _____day of _____, 20_____.

Owner:
Renter:
Phone Number:
Alternate Phone:
Neighbor:
Billing Address:

County:

Big Sandy Water District is an Equal Service Provider

WITNESS:

_____

_____
Water User (Party of the First Part)

_____
Water User (Party of the First Part)

Revised 4/17/2014

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