

HYDEN LESLIE
Water District
WATER USER AGREEMENT
(NEW SERVICE INSTALLATION)

This Agreement entered into between _____ (“User”),
(Account Holder’s Name)

whose mailing address is _____, and Hyden-Leslie
County Water District, Hyden, Kentucky, hereinafter called “the District”.

Whereas, the User desires to purchase water from the District and the District’s Rules and Regulations require an applicant for initial service to execute a Water User Agreement;

Now therefore, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties to this Agreement as follows:

The District shall furnish, subject to the limitations set out in its bylaws, rules and regulations now in force or as hereafter amended, such quantity of water as the User may desire in connection with the property to be served by this Agreement. The property to be served is a _____ located at _____
(Structure Type)

(Physical Address)

The User shall install and maintain at the User’s expense a service line that shall begin at the meter setting and extend to the dwelling or place of use. The service line must be laid at a sufficient depth (a minimum of 24 inches) to prevent freezing during the coldest weather normally experienced. The User shall install a shut-off valve, one-way check valve, and pressure reducing valve on the outlet side of the meter.

The District will determine the location of the water meter on the property. The District shall purchase and install a cutoff valve and water meter. The District shall have exclusive right to use such cutoff and water meter.

The User shall connect the user’s service line to the water distribution system and shall commence to use water from the system on the date the water is available. Water charges to the User will commence on the date service is made available by the District, regardless of whether the User is connected to the system.

The User agrees to pay a meter connection/tap-on fee to the District. Pursuant to the Rules and Regulations of the District, the User is also required to place a water use deposit with the District. If the water system is constructed, but the property covered by this Agreement is not reached by the District’s water line the connection fee and deposit if applicable, will be fully refunded to the User.

The District does not guarantee water service will be made available to the User.

The User agrees to comply with and be bound by the District’s Bylaws, Tariff and Rules and Regulations, now in force or as hereafter duly and legally implemented, amended or changed. The User agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District’s Tariff, Rules and Regulations, or which have been or hereafter is adopted by the District.

The District shall determine the allocation of water to the User in the event of a water shortage and may shut off water to the User if the User allows a connection or extension to be made of the User's 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 User's needs, or in the event there is a shortage of water, the District may prorate the water available among the various Users on such basis as is deemed equitable by the governing body. If at any time the total water supply shall be insufficient to meet all the Users, the District must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and/or before supplying any water for garden purposes.

The User agrees that no present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from the User's present water supply prior to connecting to and switching to the District's system and shall eliminate present or future cross-connections in the User's system.

The failure of the User to pay water charges only imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment within thirty days from the due date will result in the water being shut off from the User's property.
2. In the event it becomes necessary for the District to shut off the water from the User's property, a fee of \$10.44 will be charged for a reconnection of service.

It is understood and agreed that the District reserves the right to determine the size of service connection to be used to supply water to the User. A 5/8-inch by 3/4-inch meter will be used unless a larger meter is requested by the User. A separate meter must be installed for each residence.

The User agrees to grant the District, its successors and assigns, a perpetual easement in, over, under and upon land owned by the User, with the right to erect, construct, install and lay, and thereafter use, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize lands belonging to the User for the purpose of ingress to and egress from the said lands.

Drivers License # _____

Telephone Number _____

Mobile Number _____

Do you agree to receive SMS alerts regarding your account? (please circle) Yes No

Primary use of building (please circle) Residential Commercial

Do you Own or Rent service address (please circle) Own Rent

If rent, name of Landlord/Owner _____

Landlord/Owner Phone Number _____

Do you have a rental agreement: (please circle) Yes No

If so, please provide a copy of rental agreement with this contract.

Do you owe the District for water service furnished a the service address or another address?
(please circle) Yes No

Is there any person who will be reside at the service address who owes the District for water
service furnished at the service address or another address? (please circle) Yes No

Customer Signature _____ Date _____

Utility Signature _____ Date _____