

CANCELLED

Rev 12/2005

November 4, 2023

**KENTUCKY PUBLIC
SERVICE COMMISSION**

WATER USER AGREEMENT
STANDARD METER SERVICE

This agreement is dated this _____ day of _____, 20____, by and between _____, herein called "CUSTOMER" and JESSAMINE SOUTH ELKHORN WATER DISTRICT, herein called "DISTRICT"

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water distribution system for domestic, livestock, lawn, small garden and other uses, but not including, among other prohibited uses are crop irrigation and pond filling; and

WHEREAS, the CUSTOMER desires to purchase water services from the DISTRICT and the DISTRICT desires to provide water service to the CUSTOMER.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set out, and subject to the Rates, Rules and Regulations of the DISTRICT and of the Kentucky Public Service Commission in effect as of the date of this Agreement, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitations set out in its Rates, Rules and Regulations now in force or as hereafter amended, water service to the CUSTOMER in connection with the property to be served by this agreement. The property to be served is a

_____, located at _____
(farm, residence, commercial, or rental location of same type etc.)

The CUSTOMER understands and fully agrees that the meter installed under this Agreement shall service only one (1) source (i.e., residence, commercial building, barn) and separate user agreements and meters shall be required for each additional source use located on CUSTOMER'S premises.

The CUSTOMER agrees to pay the tap-on fee specified by the tariff to the DISTRICT. Upon payment of said fee, DISTRICT agrees to install a standard size (5/8" X 3/4") meter service at or near CUSTOMER'S property line, subject to distance limitations (up to 50 feet) as contained in DISTRICT'S Rates, Rules and Regulation and to connect CUSTOMER'S meter to the DISTRICT'S distribution main. When extraordinary geological and /or topographical conditions are encountered during installation and/or main line pressure justifies the installation of a pressure reduction valve, CUSTOMER shall pay such charges per the tariff

In the event the CUSTOMER defaults under or violates the terms of this Agreement or the Rates, Rules and Regulations of the DISTRICT and the DISTRICT expends funds to rectify same, or in the event a claim is made against or the DISTRICT is held responsible for damages or injuries to persons or property caused by or resulting from the act or failure to act of the CUSTOMER, a member of the CUSTOMER'S household or CUSTOMER'S agent in relation to the DISTRICT'S property or facilities, then, and in such events, the CUSTOMER shall fully indemnify and hold the DISTRICT completely harmless from all such loss, cost and expense so incurred, including but not limited to attorney's fees and court costs.

In the event a CUSTOMER has a meter installed, but does not initiate water service within six (6) months thereafter, then the CUSTOMER agrees to pay at least the minimum billing amount for water usage each month for the next 12 months, or until water service is initiated if started during that 12 month period and continued through it.

The CUSTOMER agrees to grant to the DISTRICT, its successors and assigns, a perpetual access easement in, over, under and upon the subject property owned by the CUSTOMER, with the right to erect, construct, install and lay, and thereafter use, inspect, 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 said lands.

This Agreement constitutes the entire contract between the parties hereto, superceding and canceling all prior discussions, understandings and contracts, and this Agreement shall not be changed or supplemented unless done in a writing signed by both parties hereto.

This Agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

CUSTOMER (Signature)

Jessamine South Elkhorn Water District
DISTRICT

Billing Address/Phone #

BY: _____

Title _____

Jessamine South Elkhorn Water District
P O Box 731, Nicholasville, KY 40340-0731
Ph 859/881-0589 FAX 859/881-5080

TARIFF BRANCH
RECEIVED
8/19/2015
PUBLIC SERVICE
COMMISSION
OF KENTUCKY