

**MOUNTAIN WATER DISTRICT
OWNERS WATER USER AGREEMENT**

PHONE NO. _____

SOCIAL SECURITY NO. _____

CANCELLED

July 9, 2018

**KENTUCKY PUBLIC
SERVICE COMMISSION**

This Agreement entered into between _____

, whose address is _____

hereinafter called "USER", and the Mountain Water District, P.O. Box 3157, Pikeville, Kentucky 41502, hereinafter called "SUPPLIER".

WHEREAS, the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this water user's agreement as required by the Rules and Regulations of the SUPPLIER, as applicable.

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 SUPPLIER 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 _____

The USER agrees to abide by the terms and conditions on the back of this sheet.

The USER shall install and maintain, at his own expense, a service line which shall begin at the meter and extend to the dwelling or place of use. It is recommended, but not mandatory, that the customer install a cutoff valve outside of and adjacent to the meter box or before the service line enters the dwelling. The location of the water meter on the property shall be determined by the SUPPLIER. The SUPPLIER shall purchase and install a cutoff valve and a water meter. The SUPPLIER shall have exclusive right to use such cutoff valve and water meter.

The USER shall cause his service line to be connected to the water distribution system and shall commence to use water from the system on the date the water is available to him. WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM.

The USER agrees to pay a service connection fee of \$ _____ to the SUPPLIER. Upon payment of said fee, SUPPLIER agrees to connect to SUPPLIER'S distribution main and install a meter service at or near USER'S property line, subject to distance limitations as contained in SUPPLIER'S Rules and Regulations.

For proposed projects, 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. In the event that construction is not initiated within 18 months, the service connection fee will be refunded. THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.

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

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 20 _____.

(Water User)

MOUNTAIN WATER DISTRICT

(Water User's Spouse)

By: _____

Title: _____

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8/19/2015

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OF KENTUCKY**

It is understood that the system installed, or to be installed is basically a water distribution system for residential supply. The USER understands and fully agrees that the SUPPLIER in no way guarantees or implies that the system is adequate for fire protection.

In the event the USER shall breach this agreement by refusing or failing, without just cause, to connect his service line to SUPPLIER'S distribution system as set forth above, the USER agrees to pay the SUPPLIER a lump sum of THREE HUNDRED DOLLARS (\$300.00) as liquidated damage. 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 USER in either of the respects set forth above would cause serious and substantial damages to the SUPPLIER, 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 SUPPLIER 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 he allows a water shortage, and may shut off water to the USER 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 SUPPLIER may prorate 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 the needs of all the users, the SUPPLIER must first satisfy all of the needs of all of the 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 USER agrees that no present or future source of water will be connected to any water lines served by the SUPPLIER'S water lines and will disconnect from his present water supply prior to connecting to and switching to the SUPPLIER'S system and shall eliminate present or future cross-connections in his system.

It is understood and agreed that the SUPPLIER 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 the USER contracts for a larger meter. A separate meter must be installed for each residence. A separate contract will be used by mobile home parks when mobile homes are not supplied by individual meters.

The USER agrees to grant the SUPPLIER, 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 the USER for the purpose of ingress to and egress from the said lands. The sole purpose of this easement is the installation and maintenance of the customers meter service facilities.

The USER understands and agrees that the SUPPLIER may disconnect water service due to tampering with the meter, metal seal, service, or valves, or permitting such tampering by others. Service may be reconnected at the USER'S expense. Furthermore, it is understood and agreed that the SUPPLIER shall be reimbursed at cost for any damages occurring to the SUPPLIER'S property, including but not limited to meters and remote reading devices. Any cost for damages and/or reconnection will be made to the USER at the time they are incurred.

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