

LOCATION OF PROPERTY TO BE SERVED:

CUSTOMER BILLING ADDRESS:

Name _____

Name _____

Road/ Route _____

Road/ Route _____

City/ State/ Zip _____

City/ State/ Zip _____

Phone _____

Phone _____

WATER SERVICE CONTRACT

This contract entered into between _____, hereinafter called "USER"
THE UNDERSIGNED

and the _____, hereinafter called "SUPPLIER" that
WATER UTILITY

WHEREAS the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this service contract as required by the SUPPLIER.

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:

SECTION 1. The SUPPLIER shall furnish, subject to the limitations set out in its rules, regulations, and tariffs now in force or as hereafter duly and legally supplemented, amended, or changed, such quantity of water as the USER may desire in connection with the property to be served by this agreement as listed above.

SECTION 2. The USER agrees to comply with and be bound by the rules, regulations, and tariffs 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 non-compliance as set out in the SUPPLIER's rules, regulations, and tariffs now in force or as hereafter duly and legally supplemented, amended, or changed.

The USER agrees to pay the SUPPLIER a deposit of \$ _____ as set out in the SUPPLIER's approved tariff.

The USER installs and maintains, at his/her own expense, the service line that begins at the meter and extends to the dwelling or place of use and connects his/her service line to the water distribution system. The USER may install, at his/her own expense, a cutoff valve to be located after the meter.

The USER's failure to pay water charges duly imposed shall result in the automatic imposition of penalties as set out in the SUPPLIER's approved tariff. Penalties shall include, but not be limited to, a late payment penalty charge, termination of service, and a reconnection fee.

SECTION 3. The SUPPLIER reserves the right to determine the size of service connection to be used to supply water to the USER. A 5/8" x 3/4" meter will be the standard meter used. If a USER contracts for a larger meter, the USER agrees to pay the actual costs of materials and labor for the installation of such a meter.

The SUPPLIER shall determine the location of the water meter on the property and such location will not be more than fifty (50) feet from the main.

The SUPPLIER purchases and installs the water meter and other appurtenances thereof and has the exclusive right to use said water meter and/or other appurtenances.

The SUPPLIER shall serve each individual residence or place of use with a separate meter, except for special circumstances which require approval of the utility's commissioners.

SECTION 4. 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 such event occurs. The SUPPLIER may shut off water to the USER if the USER allows a connection or extension to be made to 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 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 of the needs of all of the USERS for domestic and livestock purposes before supplying any water for garden or other purposes.

SECTION 5. 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 USER shall disconnect from his present water supply, well, or other source, prior to connecting to and switching to the SUPPLIER's system and shall eliminate present or future cross-connections in his system.

SECTION 6. For new connections, the USER agrees to pay to the SUPPLIER the meter connection/tap-on fee of \$_____ as set out in the SUPPLIER's approved tariff. If the meter to be installed is more than fifty (50) feet from the main, then the USER also agrees to pay for the additional materials and labor costs associated with the longer connection.

For new connections, it is understood and agreed that the USER will pay for service beginning on the date the meter setting is in place, regardless of whether the USER meter has been installed, whether the USER is connected to the system, or whether the USER is utilizing any water from the system. The amount charged will depend upon any usage, but at no time be less than the minimum bill for the USER's appropriate customer classification.

USER SIGNATURE

DATE

PHONE

WITNESS

DATE

UTILITY REPRESENTATIVE

DATE