

WATER USER'S AGREEMENT

READ BEFORE EXECUTING THIS AGREEMENT

*This agreement entered into between Tate-Monroe Water Association, Inc., a non-profit corporation, herein after called the "Association", and _____,
Print Name
member/water user of the Association hereinafter called the "customer".*

WITNESSETH:

Whereas, the Association is owner and operator of a rural water system which is organized pursuant to ORC Sections 1702.01© and 5709.111. Whereas, the Customer desires to purchase water from the Association and to enter into a water user's agreement as required by the Code of Regulations and/ or Rules and Regulations of the Association. 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 Association shall furnish, subject to the limitations set out in its Code of Regulations and/or Rules and Regulations now in force or as hereafter amended such quantity of water as the Customer may desire in connection with Customer's occupancy for the following:

The Customer Agrees:

1. To grant to the Association, its successors and assigns, a perpetual easement, if required, (Form FmHA 442-20) in, over, under and upon the above described land, 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 customer for the purpose of ingress to and egress from the above described lands.
2. To comply with and be bound by the Articles, Code of Regulations and/or Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed.
3. To pay for water at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the Association's Code of Regulations, or which may be hereafter adopted and imposed by the Association.
4. That no other present or future source of water will be connected to any waterlines served by the Association's waterlines and will disconnect from the present water supply prior to connecting and switching to the Association's system and shall eliminate their present or future cross-connections in the Customer's system. THERE WILL BE NO CROSS-CONNECTIONS BETWEEN THE ASSOCIATION'S WATER LINE AND PRIVATE WELLS OR CISTERNS.

The Customer Shall:

1. Install and maintain at the Customer's expense a service line which shall begin at the end of the meter pigtail and extend to the dwelling or place of use. Water service separately metered for each house, trailer, or other living unit. The Customer shall install a gate valve, a dual check valve, a pressure reducing valve and expansion tank as required by the association.
2. Not place a fence between the meter setting and the residence so that the fence would have to be breached to read or service the meter.
3. Keep the area around the meter setting clear of dirt, vehicles, foliage, etc. and shall be financially responsible for having the meter raised or lowered from the initial setting as a result of landscaping, for any damage to the setting as a result of property maintenance or construction, and for the Association's charges for clearing the area due to lack of maintenance by Customer.
4. Relocation of the water meter, after it is set, due to property boundaries, final grade or driveway relocation, or any other circumstance, will be at my cost.

The Association Shall:

1. Purchase and install a cutoff valve and a water meter in each service line to which the Association has exclusive use.
2. Have the final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Customers in the event of a water shortage; and may shut off water to a customer who allows a connection or extension to be made of the Customer's service line for the purpose of supplying water to another property or unit. In the event the total water supply shall be insufficient to meet all the needs of the Customers, or in the event there is a shortage of water, the Association may prorate the water available among the various Customers on such basis as is deemed equitable by the governing board, and may also prescribe a schedule of hours covering use of water for garden purposes by Customers and require adherence thereto or to prohibit the use of water for garden purposes, washing cars, watering lawns, etc. provided that if at any time the total water supply shall be insufficient to meet all the needs of all the Customers, the Association shall supply water to the Customers in the following order of priorities: (1) domestic purposes (2) livestock purposes (3) garden, lawn, or washing vehicles, etc.

THE CUSTOMER ACKNOWLEDGES that the Association does not warrant any type of fire protection as a part of this agreement and the Customer expressly releases the Association from any and all claims which might hereafter arise due to loss by fire, or incident thereto, should either the water pressure, water supply, or water hydrant fail or prove insufficient to extinguish any fire.

IN THE EVENT THAT WATER SERVICE CANNOT BE MADE AVAILABLE by the Association to the Customer for reasonable cause, the Association shall have the right to terminate this agreement by delivering written notice to the Customer at the earliest possible date.

THE GOVERNING BOARD shall have the authority, in addition to all other rights and remedies, to terminate this agreement in the event that the Customer violated any of the term(s) of this agreement and, in such event, the Customer shall not be entitled to receive, nor the Association obligated to supply, any water under this agreement. If the Customer thereafter complies with the terms of the Agreement, pays all water charges in arrears, all penalties levied against him and the reinstallation fee provided in the Association's Rules and Regulations, he shall then be entitled to a resumption of water service subject to all regulations of the Association.

IN THE EVENT that the Association installs a water main, at their expense, or as a part of a project to which certain potential customers have subscribed and agreed to pay either the entire cost or a portion thereof and thereafter a potential customer(s) attempts to withdraw from their obligation, then such potential customer(s) shall be responsible for a portion of the total cost of the project divided by the number of potential customers who have committed to the project.

THE FAILURE OF A CUSTOMER to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. The NET amount of the bill is payable on or before the due date indicated on the bill. Where payment for service is mailed to the Association, the postmark will be taken as the time that the payment is received. Failure to receive bills or notices for water service will not relieve the Customer from responsibility for prompt payment.
2. Payments on bills not received by the due date will be charged a ten percent (10%) penalty. This amount shall constitute the gross amount. If the gross payment is not received fifteen (15) days after the due date, the amount becomes delinquent and service will be discontinued.
3. In the event it becomes necessary for the Association to shut off water to a Customer's property for nonpayment, all unpaid charges plus an established delinquency processing fee must be paid prior to re-establishment of service. **Payment will be accepted only by Cash, Check, Money Order, or Credit Card, after water has been shut off, including fines and costs for damage to lock or service in any way.**

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

Association Authorized Official

Customer Signature

Phone Number

ATTEST: Secretary or Clerk

Customer Signature

Phone Number

Service Address: _____ OHIO _____
Street City Zip

Billing Address: _____
Street City State Zip

For Office Use Only:		
Residential (Service Address): _____ Address	Easement Provided (Circle One) YES NO	Amount to be billed: _____
_____ City Ohio, _____ Zip	Date Vault Set _____, 20____ (if applicable)	Account Number: _____
		Date Received: _____