

WATER USER AGREEMENT

This agreement entered into between the Sullivan-Vigo Rural Water Corporation, a nonprofit corporation, hereinafter called the "Association," and _____, member(s) of the Association, hereinafter called "Member."

WITNESSETH

Whereas, the Member desires to purchase water from the Association and to enter into a water users agreement as required by the Bylaws 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 limitation set out in its Bylaws and Rules and Regulations now in force or as hereafter amended such quantity of water as Member may desire in connection with Member's occupancy of the following described property:

Commonly known as: _____
Street

City State Zip Code

The Water Corporation shall be responsible for providing and installing a water meter, a shutoff valve and a service line between the water main and the water meter. The Water Corporation shall have the exclusive right to use and access the water meter and the shutoff valve.

A water member may request the preferred location of a water meter. However, the Water Corporation shall have final authority on the location and seating of the water meter based upon factors including the ability to provide sufficient water capacity, water pressure, and economy.

The Member agrees to grant to the Association, its successors and assigns, a perpetual easement 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 land belonging to the Member for the purpose of ingress to and egress from the above described lands.

The Member shall install and maintain at the member's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect to the Association's water meter.

The Member also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved back-flow device if required.

The Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Member also agrees 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 Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

If the property is sold, rented or leased, it shall be the responsibility of the Member to transfer to the buyer, the obligations under this agreement. The Association shall have available a form for transaction of said obligations.

The Member agrees to remain a customer of the Association for at least twelve (12) months after water service becomes available. The Member shall be responsible for paying at least the monthly minimum payment (unless there is greater water usage) during said twelve (12) months. Thereafter, the Member may elect to discontinue service without penalty. However, if no water meter has been set or if the member has only paid a membership fee and elected not to pay the "hook on" fee, this provision of the membership agreement shall not apply until such time as a meter has been paid for, set, and the member notified that water service is now available.

The Association shall have final authority in any question of location of any service line connection to its water main line; shall determine the allocation of water to Members in the event of a water shortage; and may shut off water to a Member who allows a connection or extension to be made of the member's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the need of all the Members, the Association must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock purposes before supplying any water for garden purposes.

The Member agrees that no other present or future source of water will be connected to any water lines served by the Association's waterlines and will disconnect from the present water supply prior to connection to and switching to the Association's system and shall eliminate their present or future cross-connections in the member's system.

The Member shall connect the service lines to the Association's water meter and shall commence to use water from the system on the date the water is made available, to the Member by the Association. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

In the event the member shall breach this contract by refusing or failing, without just cause, to comply with its covenants, the Association may refuse to provide water service to the

Member and shall be entitled to bring an action for any damages incurred and reasonable attorney fees by the Association in enforcing this agreement.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment after the due date will be subject to a penalty of 10% on the first \$3.00 and 3% on excess of \$3.00 of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the Member's property.
3. In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee set by the Association in its rate schedule will be charged for a reconnection of the service.

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

Sullivan Vigo Rural Water Corporation

Member Signature

Date of Birth

Member Signature

Date of Birth

Phone Number

E-Mail Address

Billing Address

Copy of Driver's License