

Warren Community Water and Sewer Association

WATER USER AGREEMENT

This agreement, between the Warren Community Water and Sewer Association, hereinafter called the Association, and _____ (Name) a user of the Association hereinafter called the User.

Warren Community Water and Sewer Association Inc. reserves the right to share customer information with local government agencies.

WITNESSETH

Whereas, the User desired to purchase water from the Association, and to enter into a user’s 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:

The Association shall furnish, subject to the limitations set out in Rules and Regulations and Bylaws and those hereinafter provided for, such quantity of water as the User may desire in connection with his occupancy of the following described property:

Service Address: _____

Mailing Address (if different): _____

Primary Phone: _____ **Secondary Phone:** _____

Email: _____

The User hereby agrees to give to the Association, its successors or 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 and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above.

The User shall install and maintain at his own expense a service line, which shall begin at the curb stop and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the User, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User agrees to pay for water at such rates, time, and place as shall be determined by the Association, and agrees to the penalties for noncompliance with the above as set in the current Rules and Regulations.

In addition to any connection fee established by the Association, the User agrees to pay a membership fee in the amount of \$1.00. The membership fee shall be held and applied by the association to the payment of the account of the user should service to the user be terminated, either voluntarily by the User, or involuntarily by the Association, and the account shall remain unpaid. Should the account be fully paid at the time of termination of service to the User, the membership fee shall be refunded by the Association, if a refund is requested by the User.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff valve and water meter.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; may shut off water to a User who allows a connection or extension to be made to his 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 Users, or in the event there is a shortage of water, the Association may prorate the water available among the various Users 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 particular Users 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 needs of all of the Users, the Association must first satisfy all of the needs of all Users for domestic purpose 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 to comply with the requirement of the Ohio State Board of Health 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 his present water supply prior to connecting to and switching to the Association's system.

The User shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date that water is made available to the User by the Association. Water charges to the User shall commence on the date that the service is made available.

The governing Board shall have the authority, in addition to all other rights and remedies, to (purchase the User's Membership Certificate and) terminate this agreement and, in such event, the User shall not be entitled to receive, nor the Association obligated to supply, any water under this agreement. If the User thereafter pays all water charges in arrears, all penalties charged against the User and the re-installation fee provided in the

Association's Rules and Regulations, (User may re-purchase his Membership Certificate and) the User shall then be entitled to a resumption of water services subject to all regulations of the Association.

In the event the User shall breach this contract by refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, or refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, upon the occurrence of either of said events the User agrees to pay to the Association a lump sum amount of \$300.00, as liquidated damages. 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 Association; and it will 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 damages that will result.

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

- 1) Nonpayment within ten days from the due date will be subject to a penalty of ten percent of the delinquent account.
- 2) Nonpayment within thirty days from the due date will result in the water being shut off from the customer's property.
- 3) In the event it becomes necessary for the Association to shut off the water for a customer's property, a fee of \$50.00 will be charged for a restoration of the service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____, 20_____ in duplicate of original.

(SEAL)

BY: _____
President

ATTEST:

Secretary or Clerk

User Signature:

X _____ **Date:** _____

X _____ **Date:** _____