

Decatur County Rural Water Corporation  
WATER USERS AGREEMENT

Member:

\_\_\_\_\_  
\_\_\_\_\_

The Decatur County Rural Water Corporation agrees to furnish, subject to the limits set out in its Bylaws and Rules and Regulations now in force or as amended, such quantity of water as the Member may desire in connection with the Member's ownership or occupancy of the property commonly known as \_\_\_\_\_ and described as follows: \_\_\_\_\_

\_\_\_\_\_  
(preferred: exact legal description; if not available, then as per property tax statement; if also not available, a description to reasonably show location and size of property).

Member agrees to pay a nonrefundable membership fee of \$ 100.00.

In consideration of the water pipe constructed by the Corporation and the availability of water service, the Member, if the owner, grants to the Corporation, its successors and assigns, a perpetual easement over, under and upon the above –described land, for the installation and maintenance of water lines, meters, and equipment. If the Member is a non-owner, he/she will use his/her best efforts to secure an easement from the owner; and if the owner refuses the right to install a meter pit, or access cannot be had by Corporation to the land without an easement, this Agreement shall be null and void.

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 with the distribution system of the Corporation at the nearest place of desired use by the Member, provided the Corporation has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Member agrees to comply with the articles, bylaws, rules and regulations of the Corporation, now in force, or as hereafter amended. The Member agrees to pay for water at the rates, time and place as set by the corporation and agrees to pay penalties for noncompliance as are now set out in the Corporation's rules and regulations, or which may be adopted by the Corporation in the future.

The Corporation shall install a cutoff valve and a water meter in each service. The Corporation shall have the exclusive right to use that cutoff and water meter.

The Corporation shall have final authority in any question of location of any service line connection to its distribution system; 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 Member, or in the event there is a shortage of water, the Corporation 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 lawn and garden purposes by particular Members and require adherence to it or prohibit the use of water for lawn and garden purposes. If at any time the total water supply shall be insufficient to meet all of the needs of all of the Members, the Corporation must first satisfy all of the needs of all Members for domestic purposes other than water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock purposes before supplying any water for lawn and garden purposes.

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

The Member shall connect service lines to the corporation's distribution system and shall commence to use water from the system on the date water is made available to the Member. 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 connect a service line to the corporation's distribution system as set forth above, the Member agrees to pay the Corporation monthly the minimum charge set forth in the Corporation's schedule of rates and charges.

The following penalties apply if a customer fails to pay water charges:

1. Non-payment within ten days from the due date will be subject to a penalty of ten percent of the delinquent account, or such amount as is provided in the tariff schedule;
2. Non-payment within thirty days from the due date may result in the water being shut off from the Member's property.
3. In the event it becomes necessary for the Corporation to shut off the water from a Member's property, a fee set by the corporation in its rate schedule will be charged for reconnection of the service.

This Agreement has been signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DECATUR COUNTY RURAL WATER CORPORATION

ATTEST:

BY: \_\_\_\_\_  
President

\_\_\_\_\_

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

NOTE: If Husband and Wife, then both should sign.  
If owned by two or more persons, then all should sign.  
If rented by two or more persons, then all should sign.