



South Harrison Water Corporation

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Water Users' Agreement

This agreement, between the South Harrison Water Corporation, a non-profit corporation, organized and existing under and by virtue of the laws of the State of Indiana, Hereinafter called

the **SUPPLIER**, and _____
(Name)

and _____,
(Name)

(Bill Mailing Address) (City)

_____, _____, _____, _____
(County) (State) (Zip Code) (Telephone Number)

a member of the Supplier, hereinafter called the **USER**.

WITNESS:

WHEREAS: The User desires to purchase farmstead or domestic water from the Supplier, and to enter into a water users' agreement as required by the bylaws and policies of the Supplier.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The Supplier shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic and farmstead purposes as the User may desire in connection with their occupancy of the following described property:

Section: _____ Township: _____ Range: _____ Acres: _____

Water Service **Physical Street** Address: _____

The User shall install and maintain at their own expense a service line which shall begin at their property line, or meter location, and extend to the dwelling or other portion of their premises. No portion of this supply line may be connected to any other source of water, other than the Supplier's distribution system.

The User shall install a pressure regulating valve on their service line and be responsible for the setting and maintenance of said regulating valve.

The User shall install check valves as needed to prevent any back flow from the User's premises into the Supplier's water distribution system. No portion of the User's water supply system may be connected to any other source of water, other than the Supplier's distribution system. If an improper cross-connection is found, or otherwise identified by the Supplier, the Supplier may disconnect the service without notice to the User to protect the Supplier's system from possible contamination.

The Supplier shall purchase and install a water meter, cutoff valve, and check valve in each service. The Supplier shall maintain, retain ownership of, and have exclusive right to use, such cutoff valve and water meter and to turn them on or off.

The User's service line shall connect with the distribution system of the Supplier at the meter location to be determined by the Supplier, provided that the Supplier has determined in advance that the Supplier's water system is of sufficient capacity to permit delivery of water.

The User shall pay for water at such rates, time and place as shall be determined by the Supplier. The User agrees to pay the net amount shown on the water bill if paid prior to the due date shown, and the gross amount shown on the water bill if paid after the due date shown. Your water bill will start when your meter is installed.

The Supplier may disconnect the User's service for failure to pay after 30 days from the due date. Non-payment for sixty days after original due date will allow the Supplier, in addition to all other rights and remedies, to terminate this agreement and also terminate the User's membership rights and, in such event, the User shall not be entitled to receive, nor the Supplier obligated to supply, any water under this agreement. If the User thereafter pays all water charges in arrears, all penalties charged against them, and the reconnection fee as established by the Supplier's corporation policies, they shall then be entitled to a resumption of water services and their membership rights, subject to all regulations of the Supplier. The Supplier shall turn over the User's account to a collection agency if the water bill is not paid after 90 days from the due date. The User agrees to pay a reconnection fee to have a service reestablished after the Supplier has had it disconnected. Accounts disconnected for non-payment shall be reconnected during regular business hours. Additional fees may apply for reconnection outside of regular business hours.

The User may at any time request the Supplier to shut off the service and lock the meter, but agrees to pay a meter unlocking fee as established by the Supplier, when the User requests the service be reestablished.

The User agrees to provide the Supplier, without charge to the Supplier but in consideration of the execution of this agreement by Supplier, such easements and right-of-ways as may be required for the purpose of installing, maintaining, removing, upgrading, and relocating such water lines as the Supplier may require in connection with its overall mission of supplying water to the User and other customers.

The Supplier has an automated meter reading system. Every water meter is read by the Supplier once per month, on or near the 18th day. Water bills are calculated based upon this meter reading. The User agrees to pay the Supplier for water billed from these readings.

The User agrees to provide a Renter's Agreement to the Supplier in the case of a rental property. Renters shall pay a security deposit to the Supplier as provided for in the Supplier's corporation policies.

The Supplier shall have the final jurisdiction in any question of location of any water meter or service line connecting to its distribution system; it shall determine the allocation of water to Users in the event of a water shortage.

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

SUPPLIER:
SOUTH HARRISON WATER CORP.

USER: _____

BY: _____

USER: _____

DATE: _____