

Location # _____

Account # _____

WATER USER AGREEMENT

THIS AGREEMENT is entered into between THE NAPOLEON COMMUNITY RURAL WATER CORPORATION (hereinafter referred to as the "Corporation"), an Indiana Corporation, and _____ (hereinafter referred to as "Member").

WITNESSETH:

WHEREAS, the Member desires to purchase water from the Corporation and to enter into a water user agreement as required by the By-Laws of said Corporation.

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:

1. The Corporation shall furnish, subject to the limitations set out in its By-Laws 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:
2. The Member agrees to grant to the Corporation, 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 pipe lines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above-described lands.
3. The Member shall install and maintain at his own 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 is of sufficient capacity to permit delivery of water at that point.
4. The Member agrees to comply with and be bound by the Articles, By-Laws, and rules and regulations of the Corporation 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 Corporation, and agrees to the imposition of such penalties for non-compliance as are set out in the Corporations' By-Laws and rules and regulations, or which may be hereafter adopted and imposed by the Corporation.
5. The member agrees to pay a deposit in the amount of \$100.00. In the event service to the Member is terminated, either voluntarily by the Member, or by the Corporation for cause, the deposit shall be held and applied by the Corporation to any unpaid balance then owing on the Member's account. Should the account be fully paid at the time of termination of the service to the member, the deposit shall be refunded by the Corporation within a reasonable time thereafter.
6. The Corporation shall purchase and install a cut-off valve and a water meter in each service. The Corporation shall have exclusive right to use cut-off valve and water meter.
7. 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 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 members, or in the event there is a shortage of water, the Corporation may pro-rate 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 the needs of all of the members, the Corporation must first satisfy all the needs of all members for both domestic and livestock purposes before supplying water for garden purposes.
8. The Member agrees that: (i) no other present or future source of water will be connected to any water lines served by the Corporation's water lines; (ii) he will disconnect from his present water supply prior to connecting to and switching to the Corporation's system; and (iii) he will eliminate

any present or future cross-connections and comply with the Corporation's cross-connection policy set forth in Resolution No. 2021-1.

- 9. The Member shall connect his service lines to the Corporation's distribution system and shall commence to use water from the system on the date the water is made available to the Member by the Corporation. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.
- 10. The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - A. Non-payment of all bills within seventeen (17) days from the billing date will be subject to a penalty of ten percent (10%)
 - B. Non-payment within thirty (30) days from the due date will result in the water being shut off from the customer's property.
 - C. In the event it becomes necessary for the Corporation to shut off the water from a Member's property, a fee of \$30.00 will be charged for a disconnection of the service. A fee of \$30.00 will be charged for a re-connection of the service during business hours. A fee of \$100.00 will be charged for a re-connection of the service during non-business hours. The entire account balance must be paid in addition to the above fees in order to restore service.
 - D. In the event the Corporation goes to a Member's property to shut off the water for nonpayment, the entire account balance, plus a \$60.00 delinquent account collection fee, must be paid to maintain service.
 - E. The amount of the fees set forth herein may be changed from time to time by the Board.
- 11. The member has the primary responsibility of preventing pollutants and contaminants from entering his potable water system(s) or the public water system. When it is determined by the Corporation that a backflow prevention device is required for the protection of the public water system, the Member is required to install an approved reduced pressure backflow prevention device or an approved double check valve assembly at each service connection at his expense, to properly repair and maintain such device or devices, and to keep adequate records of each test and subsequent maintenance and repair (see Resolution No. 2021-1).
- 12. The Member has received a copy of The Napoleon Community Rural Water Corporation WATER UTILITY RULES AND REGULATIONS and agrees to comply with those now in force, or as hereafter duly and legally supplemented, amended, or changed.

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

THE NAPOLEON COMMUNITY RURAL WATER CORPORATION

MEMBER(S)

BY _____
PRESIDENT

x _____
Customer Signature

(__ Must present valid picture ID to Water Co. personnel)

BY _____
SECRETARY

x _____
Customer Signature

(__ Must present valid picture ID to Water Co. personnel)