

WATER USER'S AGREEMENT

This agreement entered into between the Adams County Regional Water District, a political subdivision of the State of Ohio, hereinafter called the "District", and _____

_____ member(s)/water user(s) of the District, hereinafter called "Customer".

W I T N E S S E T H

Whereas, the District is owner and operator of a water utility which is organized pursuant to Ohio Revised Code, Section 6119,

Whereas, the Customer desires to purchase water from the District and to enter into a water user's agreement as required by the Bylaws and/or Rules and Regulations of the District,

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 District shall furnish, subject to the limitation set out in its Bylaws and/or Rules and Regulations now in force or as hereafter amended, such quantity of water as Customer may desire in connection with Customer's occupancy of the following described property:

The Customer agrees to grant to the District, 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 lands belonging to the Customer for the purpose of ingress to and egress from the above-described lands.

The Customer shall install and maintain at the Customer'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 District at the nearest place of desired use by the Customer, provided the District has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Customer agrees to comply with and be bound by the Articles, Bylaws and/or Rules and Regulations of the District, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Customer also agrees to pay for water at such rates, time, and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Bylaws and/or Rules and Regulations, or which may be hereafter adopted and imposed by the District.

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

The District 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 Customers in the event of a water shortage; and may shut off water to a Customer who allows a connection or extension to be made of the Customer's service line for the purpose of supplying water to another property. In the event the total water supply shall be insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the District may prorate the water available among the various customers 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 Customers 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 Customers, the District, must first satisfy all of the needs of all Customers for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Customers for both domestic and livestock purposes before supplying any water for garden purposes.

The Customer agrees that no other present or future source of water will be connected to any waterlines served by the District's waterlines per Ohio Administrative Code 3745-95 and will disconnect from the present water supply prior to connecting to and switching to the District's system and shall eliminate their present or future cross connections in the Customer's system. Refusal to adhere to this policy will result in disconnection of service and will not be reconnected until an inspection has been made by District employees and a reconnection fee has been paid.

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

In the event that water service cannot be made available by the District to the Customer for reasonable cause, the District shall have the right to terminate this agreement by delivering written notice to the customer at the earlier described property.

In the event the Customer shall breach this contract by refusing or failing, without just cause, to connect a service line to the District's distribution system as set forth above, the Customer agrees to pay the District a lump sum of One Thousand Dollars (\$ 1,000.00) as liquidated damages. It is expressly understood and agreed by the parties in that a breach by the Customer in either of the respects set forth above would 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 resulting damages. In addition each water tap shall have accumulated \$1000.00 in water payments before service can be voluntarily disconnected or Customer must pay the difference between accumulated payments and the liquidated damages charge. Liquidated damage charges also apply to meters disconnected for delinquency.

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 often percent of the delinquent account.
2. Non-payment 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 District to shut off the water from a Customer's property, a fee set by the District 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_____

(SEAL)

ADAMS COUNTY REGIONAL WATER DISTRICT

ATTEST:

_____ By: _____
Authorized Official

Customer

Customer

Telephone# _____