

**PUBLIC WATER SUPPLY DISTRICT NO. 2
OF ANDREWCOUNTY, MISSOURI
WATER USER'S AGREEMENT**

The undersigned, being the owner or occupier of land located in the above Public Water Supply District, hereby makes application to said District for **One** water service connection(s), and if water service is made available by said District, agrees to the following conditions:

1. To install and maintain at the undersigned's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The District shall install a water meter and cutoff valve and shall determine at its sole discretion the location of said meter and cutoff valve. **The water meter and cutoff valve shall remain the District's property and only the District is permitted to access the water meter or cutoff valve and turn on and off the water service.** Any damage to the water meter caused by the undersigned, his/her/its agents or assigns shall be repaired by the District with costs for repairs being added directly to the undersigned's water bill. Tampering with the District's water meter or cutoff valve shall be grounds for criminal prosecution and/or immediate disconnection of water service. The District shall always have access to its water meter and cutoff valve. If future alteration, such as structures built or driveway/road construction, impinge upon the accessibility of the meter, the undersigned may be required to set a new meter at the undersigned's expense. The District should be consulted prior to construction

2. To become a water user of the District, and to hereby tender a sum of \$_____ to be added to any prior deposit for water service connection(s).

3. Pay a minimum monthly meter charge of **\$26.31** per month for 1,000 gallons of water for the water service connection from time service is made available by the District and pay for additional water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District become a part of this agreement as though fully set out herein.

4. When the Rules and Regulations of the District provide that the District will read the water meters, service bill for water used shall be rendered by the District on or before the 5th day of the month following the month in which the water is used, and the undersigned agrees to pay said service bill on or **before the 17th day of the month in which the bill is rendered**, or shall be subject to a late charge of the greater of **\$5.00 or 5%** of the amount of the bill. Failure of the District to submit a service bill shall not excuse the undersigned from his obligation to pay for the water used when the bill is submitted. **Failure to pay the bill by the last day of the month in which the bill is rendered shall result in \$20.00 additional penalty. If not paid by the second Wednesday of the following month the service will be discontinued and there will be a \$50.00 service charge to reconnect plus all past due amounts paid.**

5. **All water users of the District shall be required to maintain a service deposit** for such amount as is determined by the Board of Directors of the District. All such meter deposits shall be held by the district as a guarantee that the bills of the water user for water service shall be fully paid and that no damage will be done to the water meter, line or any property of the District by such water users. Such deposit shall be returned to the water user at such time the user discontinues water service and ceases to be a water user of the District. Such payment shall not be due until after the District has had a reasonable time to compute said water user's bill and to determine if such damage has been done by the water user. Any interest accrued on such deposits shall become the sole property of the District and no water user shall have any claim for or to such interest, or any portion thereof for any reason.

6. The water service supplied by the District shall be for the sole use of the undersigned; the undersigned agrees that he will not extend or permit the extension of pipes for the purpose of transferring water from one property to another, nor will he share, resell, or sub-meter water to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District.

7. If after water service is made available the same is discontinued or disconnected for any purpose pursuant to the by-laws and the Rules and Regulations of the District, reconnection shall be upon the conditions set out by the by-laws and the Rules and Regulations of the District.

8. The undersigned agrees that he will make no physical connection between any private water system and the water system of the District. Representatives of the District may at any reasonable time come to the premises where the water is being used for the purpose of making inspection to enforce this provision. Violation of this provision shall be grounds for disconnection of service.

9. The undersigned understands and agrees that the District makes no representations whatsoever of the adequacy of fire protection from its water supply system to undersigned or any other person or party and that no reliance shall be placed by undersigned, or any

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other person for whom undersigned acts in any manner or capacity, on the adequacy of the District's water supply system for fire protection.

10. No water service connection shall be installed or maintained to any premises where lead base materials were used in new construction or modifications of the drinking water plumbing after January 1, 1989. Violation of said rule shall be cause for discontinuance of water service until such time that the drinking water plumbing is lead free.

11. The undersigned agrees to comply with and be bound by the laws of the State of Missouri, the by-laws of the District, and the Rules and Regulations of the District, as presently existing, and as may be amended from time to time are made a part of this agreement as though fully set out herein.

12. The undersigned agrees to grant the District a perpetual easement in, over, under and upon land owned by the undersigned along with the right to erect, construct, install and may thereafter use, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the undersigned for the purpose of ingress from said lands.

13. The undersigned agrees to timely notify the District when property is transferred or subdivided. If a subdivision results in the meter and/or service line no longer occupying the property serviced, a new meter set may be required on the property serviced. The cost of the new meter set will be at the expense of the undersigned. Any water line extension and service line extension required by a new meter set will be at the undersigned's expense.

14. In the event of a water shortage, the District shall have the right to determine the allocation to water users.

15. The location or description of the property to be served by the water service connection is (Set forth either the legal description of the property or the address and location thereof.)

Account _____ New Meter Set _____

Name/s _____

Billing Address _____

Water Meter Location Address _____

Owner Tenant or Other _____ Place of Employment _____

Primary Phone: _____ Secondary Phone: _____

Email: _____

Signature _____ Date: _____

Below completed by Office

Receipt of \$ _____ in form of _____ is hereby acknowledged.

Name _____ Date _____

Transfer fee: _____

* Deposit: _____

Meter Set \$ _____

Other: \$ _____

TOTAL PAID: \$ _____

Approved _____

*Any interest accruing on deposit will be the sole property of District, and no water user shall have any claim for or to such interest, or any portion thereof for any reason