NESBIT WATER ASSOCIATION, INC.

WATER USER AGREEMENT

REVISED AUGUST 2023

This Agreement, entered into between the NESBIT WATER ASSOCIATION, a nonprofit corporation thereinafter, call the “Association”

NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: HOME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WORK: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLACE OF EMPLOYMENT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The USDA requires Nesbit Water to document race and gender.

GENDER \_\_\_\_\_\_\_\_\_\_\_\_ RACE \_\_\_\_\_\_\_\_\_\_\_\_\_

MEMBER(S) OF THE ASSOCIATION: HEREINAFTER, CALLED “MEMBER”

METER # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSETH

Whereas the Member desires to purchase water from the Association and to enter into a water users’ agreement as required by the By-Laws of the Association.

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 Association will furnish, subject to limitations set out in the By-Laws and Rules and Regulations now force or as hereafter amended, such quantity of water as Member may desire in connection with Member’s occupancy of the following property:

ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The member agrees to grant to the Association, and 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 Member for Ingress or Egress from the above-described land.

The member agrees to comply with and be bound by the Articles, By-Laws Rules, and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed. The member agrees to pay for water at such rates, time, and place as shall be determined by the Board of Directors of the Association and agrees to the imposition of such penalties for such noncompliance as are now set out in the Association by-laws and Rules and Regulations on which may be hereafter adopted and imposed by the Associations.

The member agrees to pay a deposit in the amount of $150.00 on residential property and $400.00 on commercial property. In the event service to the member is terminated, either voluntarily by the Member or, by the Association for cause, the deposit shall be held and applied by the Association to any unpaid balance, then paid on the Member's account. Should the account be paid at the termination of the account to the Member, the deposit shall be refunded by the Association within a reasonable time thereafter.

The member agrees to be responsible for any damage incurred to the water service located at the above address during any construction. All meter boxes and service lines are set to Nesbit Water Association certifications and must be returned to the original setting before water will be turned on.

The Association shall have full authority in any question of the location of any service line to its distribution; shall determine the allocation of water of members in the event of a water shortage and may shut the water to a member who allows a connection or extension to be made of the member's service line to supply water to another user.

Meter boxes will be in concrete or heavy traffic rates. If located in commercial drives, cast iron boxes will be used. The size of the lid will depend on the size of the meter connection.

There will be no meter boxes located in the residential driveway.

The member agrees that no other present or future source of water will be connected to any waterline served by the Association’s water lines and will disconnect from the present water supply before connecting to and/or future cross connections in the Member system.

Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

The failure of Member of water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Non-payment from the due date will be subject to a penalty of 15% of the delinquent account.
2. Non-payment within thirty (30) days from the due date will result in the water being shut off from the member's property.
3. In the event it becomes necessary for the Association to shut off water from a member’s property, a fee set by the Corporation in its rate schedule will be charged for reconnection of the service.
4. In the event of Rights or Obligation under this agreement, the prevailing party shall be entitled to reimbursement of all reasonable legal fees and costs.

This membership is bestowed and accepted by, and subject to, the conditions and restrictions stipulated in the Articles of Incorporation and By-Laws and amendments to the same, of the Association.

The applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

IN WITNESS WHEREOF, we have executed this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

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

MEMBER NESBIT WATER ASSOCIATION

 REPRESENTATIVE