

NESBIT WATER ASSOCIATION, INC.

WATER USERS AGREEMENT

REVISED APRIL 12, 2019

This Agreement, entered into between the NESBIT WATER ASSOCIATION, a nonprofit corporation hereinafter, call the "Association"

NAME _____

SERVICE ADDRESS _____

MAILING ADDRESS _____

PHONE: HOME: _____ WORK: _____

PLACE OF EMPLOYMENT _____

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 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, 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 the purpose of Ingress or Egress from the above described land.

The member agrees to comply with and be bound by the Articles, By-Laws and 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 imposition of such penalties for such noncompliance as are now set out in the Associations 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 \$200.00 on commercial property. In the event service to member is terminated, either voluntary by the Member or, by Association for cause, the deposit shall be held and applied by the Association to any unpaid balance, then paying on the Members account. Should the account paid at the termination of account to the Member, deposit shall be refunded by the Association within reasonable time thereafter.

The member agrees to be responsible for any and all damages 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 purchase and install a cut-off valve, a check valve and a water meter in each service. The Association shall have right exclusive right to use of such valves and meter.

The Association shall have full authority in any question of 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 water to a member who allows a connection or extension to be made of the members service line for the purpose of supplying water to another user.

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

There will be no meter boxes located in 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 prior to connecting to and/or future cross connections in the Members 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 with in thirty (30) days from the due date will result in the water being shut off from the Members property.
3. In the event it becomes necessary for the Association to shut off water from a members 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 of reimbursement of all reasonable legal fees and costs.

This membership is bestowed and accepted in the accordance with, 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