

## **INSTRUCTIONS FOR BCRWA WATER USER AGREEMENT**

The water user agreement must be returned to BCRWA office no more than 10 days after it has been signed.

The water user agreement must be printed on 8.5 x 14 inch legal size paper. *(No Exceptions)*

All names listed on the property deed are required to sign the water user agreement.

BROWN COUNTY RURAL WATER ASSN., INC.

**WATER USER'S AGREEMENT**

This Agreement, between the Brown County Rural Water Assn., Inc., a non-profit corporation, hereinafter called the Association, and \_\_\_\_\_, a user of the Association, hereinafter called the User.

**WITNESSETH:**

**WHEREAS**, the User desires to purchase water from the Association and to enter into a Water User's 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:

The Association shall furnish, subject to the limitations set out in the Rules and Regulations and By-laws of the Association and the Ohio Department of Health and the Ohio EPA, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

The User shall install and maintain at User's expense a service line (according to the specifications of the Association and the Brown County Health Department) which shall begin at the meter and extend to the dwelling or place of use. The service connection will be located on the User's property at a location designated by the Association, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point. All taps shall be installed on the property that it is intended to serve. If there is a transfer of property so that the dwelling or place of use is no longer owned by the same owner as the property upon which the meter is situated, a new tap fee will be paid and a new service installed to the dwelling or place of use, provided the Association has a distribution line adjacent to the property. If there is no distribution line adjacent to the property, then the User will also pay for an extension of the line.

The User agrees to pay for water at such rates, time and place as shall be determined by the Association and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Association shall install a cutoff valve and a water meter in each service which shall remain the property of the Association. The Association shall have exclusive right to use such cutoff valve and water meter.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system. The Association may shut off water to a User who allows a connection or extension to be made to 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 Users or in the event there is a shortage of water, the Association may pro-rate the water available among the various Users 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 Users 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 users, the Association must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for garden purposes.

The User agrees to comply with the requirements of the Ohio State Board of Health that no other present or future source of water will be connected to any waterlines served by the Association's waterlines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

The User shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date that water is made available to the User by the Association. Water charges to the User shall commence on the date that the service is made available.

If User has connected a service line to the system and has been using the water, in the event of breaching of this Agreement by User, the governing Board shall have the authority, in addition to all other rights and remedies, to cancel the User's Membership Certificate and terminate this Agreement and, in such event, the User shall not be entitled to receive, nor the Association obligated to supply, any water under this Agreement. If the User thereafter pays all water charges in arrears, all penalties charged against User and the re-installation fee provided in the Association's Rules and Regulations and cures any other breach of the Association's Rules, Regulations or By-Laws, User may reinstate User's Membership Certificate and User shall then be entitled to a resumption of water services subject to all regulations of the Association.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. There shall be added to any bill not paid when due, a penalty of ten percent (10%).
2. Nonpayment within thirty days from the due date will result in the water being shut off from the User's property.
3. If a shut off notice is issued by the Association, User will pay a fee for reinstatement according to a schedule adopted by the Association.

In the event the User shall breach this contract by refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, or refusing or failing, without just cause, to pay minimum monthly water rate as established by the Association, upon the occurrence of either of said events, the User agrees to pay the Association a lump sum equal to the then existing connection fee as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the User in either of the respects set forth above, would cause serious and substantial damages to the Association; and it will 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 damages which will result.

This Agreement supersedes all other Water User's Agreements previously executed between the parties hereto and execution of this Agreement acts as a cancellation of the same.

IN WITNESS WHEREOF, we have hereunto executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in duplicate of original.

BCRWA AGENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Secretary or Clerk

USER:

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Spouse

**\*Please send COPY OF DEED or a Settlement Statement as proof of ownership.\***

Phone: \_\_\_\_\_