

NORTH HOPKINS WATER DISTRICT
RESIDENTIAL
WATER USER AGREEMENT

This Agreement entered into between _____ (User's Name),

whose address is _____,
hereinafter called "USER", and the North Hopkins Water District, 316 Liberty Church Loop,
Madisonville, Kentucky, hereinafter called "SUPPLIER".

WHEREAS, the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this water users agreement as required by the Bylaws of the SUPPLIER.

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 SUPPLIER shall furnish, subject to the limitations set out in it's Bylaws and Rules and Regulations now in force or as hereafter adopted, such quantity of water as the USER may desire in connection with the property to be served by this agreement. The property to be served is a

_____ (Residence, Mobile Home, Etc.), located on

_____ (Street, Highway, Road).

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The location of the water meter on the property will be determined by the SUPPLIER. The SUPPLIER shall purchase and install a cutoff valve and a water meter. The SUPPLIER shall have exclusive right to use such cutoff valve and water meter.

The USER shall connect his service lines to the water distribution system and shall commence to use water from the system on the date the water is available to him. WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM.

The USER agrees to pay a connection fee of \$_____ to the SUPPLIER. If the water system is constructed, but the property covered by this agreement is not reached by the SUPPLIER'S water line, the connection fee will be fully refunded to the USER. Construction of water lines to serve the property covered under this agreement depends on feasibility, availability of funds for construction and approval of all local, state, and federal agencies having jurisdiction over this type of facility. THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.

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

In the event the USER shall breach this agreement by refusing or failing, without just cause, to connect his service line to SUPPLIER'S distribution system as set forth above, the USER agrees to pay the SUPPLIER a lump sum of THREE HUNDRED DOLLARS (\$300.00) 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 SUPPLIER, and it 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.

The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage ; and may shut off water to the USER if he allows a connection or extension to be made of his service line for the purpose of supplying water to another party. 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 SUPPLIER may pro-rate the water available among the various users on such basis as is deemed equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient

to meet all the need of all of the users, the SUPPLIER 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 that no present or future source of water will be connected to any waterlines served by the SUPPLIER'S waterlines and will disconnect from his present water supply prior to connecting to and switching to the SUPPLIER'S system and shall eliminate present or future cross-connections in his system.

The failure of the USER 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 of _____ percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the USER'S property.
3. In the event it becomes necessary for the SUPPLIER to shut off the water from the USER'S property, a fee of \$_____ will be charged for a reconnection of the service.

It is understood and agreed that the SUPPLIER reserves the right to determine the size of service connection to be used to supply the water to the USER. A 5/8" X 3/4" meter will be used unless the USER contracts for a larger meter. A separate meter must be installed for each residence. A separate contract will be used by trailer parks when trailers are not supplied by individual meters.

The USER agrees to grant to the SUPPLIER, its successors and assigns, a perpetual easement in, over, under and upon land owned by the USER, 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 USER for the purpose of ingress to and egress from the said lands.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of

_____, 20_____.

Water User

Water User (Spouse)