

**Rural Water District 13
Cherokee County
APPLICATION FOR WATER SERVICE AND SERVICE AGREEMENT**

This agreement entered into between Rural Water **District 13, Cherokee County**, a non-profit corporation, hereinafter called the "**District**" and _____ **Member(s)** of the District hereinafter called "**Member(s)**."

WITNESSETH

Whereas, the **Member(s)** desires to purchase water from the **District** and to enter into water users agreement as required by the **Bylaws** of the **District**. **Member(s)** herein wishes to purchase or cause to be purchased one (1) Benefit Unit for each water service at the unit price of \$1,200. The **Member** understands that this price is non-refundable.

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 **District** shall furnish, subject to the limitations set out in its **Bylaws** and **Rules and Regulations** now in force or as hereinafter amended, such quantity of water as **Member** may desire in connection with **Member's** occupancy of the following described property:

The **Member** agrees to grant to the **District and Its Successors and Assigns**, a perpetual easement in, over and 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 to and egress from the above described lands.

The **Member** agrees to comply with and be bound by the **Articles, Bylaws, Rules and Regulations** of the **District**, now in force, or as hereafter duly and legally supplemented, amended or changed. The **Member** also agrees to pay for water at such rates, time and place as shall be determined by the **District's Bylaws** and **Rules and Regulations**, or which may be hereafter adopted and imposed by the **District**.

The **District** shall purchase and install a water meter in each service. The **District** shall have exclusive right to use such cutoff and water meter.

The **District** shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to its **Members** in the event of water shortage; and may shut off water to a **Member** who allows a connection or extension to be made of 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 **Members**, or in the event there is a shortage of water, the **District** may prorate the water available among the various **Members** on such basis as is deemed equitable by the **Board of Directors**, and may also prescribe a schedule of hours covering 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 **Members** for both domestic and livestock purposes before supplying any water for garden purposes.

The **Member** agrees that no other present or future source of water will be connected to any waterlines served by the **District's** waterlines and will disconnect from his present water supply prior to connecting to and switching to the **District's** system and shall eliminate their present or future cross-connections in his system.

The **Member** shall connect his service lines to **District's** distribution system and shall commence to use water from the system on the date the water is made available to the **Member** by the **District**. Water charges to the **Member** shall commence on the date service is made available, regardless of whether the **Member** connects to the system.

In the event the **Member** shall breach this contract by refusing or failing, without just cause, to connect his service line to the **District's** distribution system as set forth above, the **Member** agrees to pay the **District** a lump sum of *Three Hundred Dollars (\$300)* 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 **Member** in either of the respects set forth would cause serious and substantial damages to the **District**, 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 failure of **Member** to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Non-Payment within fifteen (15) days from the due date will be subject to a penalty of ten percent of the delinquent account subject to a \$10 minimum charge.
2. Non-payment within twenty-five (25) 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 **District** to shut off the water from a **Member's** property, a fee of the unpaid water bill plus costs of reinstalling the meter will be charged for a reconnection of service.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 20 ____.

New Member

Chairman of the Board

SEAL

New Member

Attest